



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Mr. Yash Kumar**  
**Main Bazar, Hariyadhana Jodhpur, Rajasthan,**  
**342601, India**

**Subject: Offer of Employment**

**Dear Yash:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Yash**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Yash**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## Annexure A

Mr. Yash Kumar

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Yash Kumar

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Yash Kumar

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

Signature \_\_\_\_\_

Date \_\_\_\_\_

Yash Kumar

Name (Print) \_\_\_\_\_

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023

Date \_\_\_\_\_

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Yash Kumar  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_ Date

I have read and understood the above policy terms.

Yash Kumar

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.



- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Yash Kumar

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





Apr 4, 2023

**Mr. Yash Kumar**

**Main Bazar, Hariyadhana Jodhpur,  
Rajasthan, 342601, India**

### Training Bond

**Dear Yash:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Ms. Nidhi Thakur**  
**4/9, Surya Apartment, Morabadi, Ranchi,**  
**Jharkhand Ranchi, Jharkhand, 834008, India**

**Subject: Offer of Employment**

**Dear Nidhi:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Nidhi**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Nidhi**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Ms. Nidhi Thakur

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance <sup>1a &amp; 1b</sup>	11,867	142,404
Leave Travel Allowance <sup>2</sup>	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card <sup>3</sup>	2,200	26,400
Employer's contribution to PF	2,100	25,200
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Nidhi Thakur

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Nidhi Thakur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Brief Description</u></b>
---------------------	--------------------	---------------------------------

Signature \_\_\_\_\_

Date \_\_\_\_\_

Nidhi Thakur

Name (Print) \_\_\_\_\_

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

Its: *Authorized Signatory*

Apr 4, 2023

Date \_\_\_\_\_

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Nidhi Thakur  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory Apr 4, 2023  
Date

I have read and understood the above policy terms.

Signature \_\_\_\_\_ Name Nidhi Thakur Date \_\_\_\_\_

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.





## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Nidhi Thakur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Ms. Nidhi Thakur**

**4/9, Surya Apartment, Morabadi, Ranchi,  
Jharkhand Ranchi, Jharkhand, 834008,  
India**

### Training Bond

**Dear Nidhi:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Mr. Vishwas Gowda H**  
**#160 10Th Cross Adakimaranahalli Makli Post**  
**Bangalore, Karnataka, 562162, India**

**Subject: Offer of Employment**

**Dear Vishwas:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Vishwas**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**

### Acceptance

I, **Vishwas**, hereby accept the terms and conditions of this

employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Mr. Vishwas Gowda H

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Vishwas Gowda H

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS



**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Vishwas Gowda H

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Vishwas Gowda H

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:  
**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory* \_\_\_\_\_  
Date Apr 4, 2023

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Vishwas Gowda H  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_ Date

I have read and understood the above policy terms.

Vishwas Gowda H

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Vishwas Gowda H

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Mr. Vishwas Gowda H**

**#160 10Th Cross Adakimaranahalli Makli  
Post Bangalore, Karnataka, 562162,  
India**

### Training Bond

**Dear Vishwas:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Mr. Nandish B**  
**06 Sri Nandi Nilaya Nehru Colony 4Th Main**  
**Extension Bellary, Karnataka, 583101, India**

**Subject: Offer of Employment**

**Dear Nandish:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Nandish**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**

**Acceptance**

I, **Nandish**, hereby accept the terms and conditions of this

employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Annexure A

Mr. Nandish B

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance <sup>1a &amp; 1b</sup>	11,867	142,404
Leave Travel Allowance <sup>2</sup>	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card <sup>3</sup>	2,200	26,400
Employer's contribution to PF	2,100	25,200
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Nandish B

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.



d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**



**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Nandish B

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Nandish B

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023  
\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Nandish B  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_

Date

I have read and understood the above policy terms.

Nandish B

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Nandish B

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Mr. Nandish B**

**06 Sri Nandi Nilaya Nehru Colony 4Th  
Main Extension Bellary, Karnataka,  
583101, India**

**Training Bond**

**Dear Nandish:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Mr. Irfan Hussain**  
**4Th Cross Bhimanna Layout Lr Bande Rt Nagar**  
**Bangalore, Karnataka, 560032, India**

**Subject: Offer of Employment**

**Dear Irfan:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Irfan**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Irfan**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Mr. Irfan Hussain

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance <sup>1a &amp; 1b</sup>	11,867	142,404
Leave Travel Allowance <sup>2</sup>	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card <sup>3</sup>	2,200	26,400
Employer's contribution to PF	2,100	25,200
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Irfan Hussain

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.



d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Irfan Hussain

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Irfan Hussain

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:  
**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory* \_\_\_\_\_  
Date Apr 4, 2023

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.





**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Irfan Hussain  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

Irfan Hussain

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Irfan Hussain

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Mr. Irfan Hussain**

**4Th Cross Bhimanna Layout Lr Bande Rt  
Nagar Bangalore, Karnataka, 560032,  
India**

### Training Bond

**Dear Irfan:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Ms. Deeksha G**  
**#46 Sri Nilaya, Vigneshwara Bhadavane, Oppo-**  
**site To Daily Zone, Bypass Road, Gauribidnur**  
**Chikkaballapur, Karnataka, 561208, India**

**Subject: Offer of Employment**

**Dear Deeksha:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Deeksha**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Deeksha**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Ms. Deeksha G

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance <sup>1a &amp; 1b</sup>	11,867	142,404
Leave Travel Allowance <sup>2</sup>	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card <sup>3</sup>	2,200	26,400
Employer's contribution to PF	2,100	25,200
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Deeksha G

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.



d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Deeksha G

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.



**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Deeksha G

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023  
\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Deeksha G  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR  
Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_ Date

I have read and understood the above policy terms.

Deeksha G

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

---

#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Deeksha G

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





Apr 4, 2023

**Ms. Deeksha G**

**#46 Sri Nilaya, Vigneshwara Bhadavane,  
Opposite To Daily Zone, Bypass Road,  
Gauribidnur Chikkaballapur, Karnataka,  
561208, India**

### Training Bond

**Dear Deeksha:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Mr. Tejas Gowda G**  
**#59/4, Shramika Soudha, 1st Main, 4th Cross,**  
**Kalyan Nagar, T Dasarahalli, Bangalore, Karnata-**  
**ka, 560057, India**

**Subject: Offer of Employment**

**Dear Tejas:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Tejas**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Tejas**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Mr. Tejas Gowda G

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance <sup>1a &amp; 1b</sup>	11,867	142,404
Leave Travel Allowance <sup>2</sup>	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card <sup>3</sup>	2,200	26,400
Employer's contribution to PF	2,100	25,200
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Tejas Gowda G

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Tejas Gowda G

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.



**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature \_\_\_\_\_

Date \_\_\_\_\_

Tejas Gowda G

Name (Print) \_\_\_\_\_

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

Its: *Authorized Signatory*

Apr 4, 2023

Date \_\_\_\_\_

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Tejas Gowda G  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory Apr 4, 2023  
Date

I have read and understood the above policy terms.

Signature \_\_\_\_\_ Name Tejas Gowda G Date \_\_\_\_\_

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.



- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloitte.net/deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Tejas Gowda G

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





Apr 4, 2023

**Mr. Tejas Gowda G**

**#59/4,Shramika Soudha,1St Main,4Th  
Cross, Kalyan Nagar, T Dasarahalli  
,Bangalore, Karnataka, 560057, India**

### Training Bond

**Dear Tejas:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Ms. Spoorthi R**  
**No.46, Sri Vinayaka Layout, 1St Stage , Near Khb**  
**Colony, Magadi Road Bangalore, Karnataka,**  
**560079, India**

**Subject: Offer of Employment**

**Dear Spoorthi:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Spoorthi**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**

Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**

**Acceptance**

I, **Spoorthi**, hereby accept the terms and conditions of this

employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annexure A****Ms. Spoorthi R****Tax Consultant I -**

<b>Description</b>	<b>Monthly (Rs. per month)</b>	<b>Annual (Rs. per Annum)</b>
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**





Spoorthi R

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS



**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Spoorthi R

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

Signature \_\_\_\_\_

Date \_\_\_\_\_

Spoorthi R

Name (Print) \_\_\_\_\_

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

Its: *Authorized Signatory*

Apr 4, 2023

Date \_\_\_\_\_

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Spoorthi R  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

Spoorthi R

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in



accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Spoorthi R

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





Apr 4, 2023

**Ms. Spoorthi R**

**No.46, Sri Vinayaka Layout, 1St Stage ,  
Near Khb Colony, Magadi Road Banga-  
lore, Karnataka, 560079, India**

### Training Bond

**Dear Spoorthi:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.


As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:  
  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Ms. Madhumitha K**  
**#263/24 Lakshmi Nilaya Ambikanagar**  
**Arisinakunte Nelamangala Banglore, Karnataka,**  
**562123, India**

**Subject: Offer of Employment**

**Dear Madhumitha:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Madhumitha**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Madhumitha**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Ms. Madhumitha K

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance <sup>1a &amp; 1b</sup>	11,867	142,404
Leave Travel Allowance <sup>2</sup>	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card <sup>3</sup>	2,200	26,400
Employer's contribution to PF	2,100	25,200
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....



Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Madhumitha K

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**





**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Madhumitha K

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Madhumitha K

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:  
**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023  
\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Madhumitha K  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023  
\_\_\_\_\_

Date

I have read and understood the above policy terms.

Madhumitha K

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.





## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Madhumitha K

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Ms. Madhumitha K**

**#263/24 Lakshmi Nilaya Ambikanagar  
Arisinakunte Nelamangala Banglore,  
Karnataka, 562123, India**

### Training Bond

**Dear Madhumitha:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Ms. Pallavi N**  
**24Th Main Srinivas Nagar Nandini Layout, #138**  
**Bangalore, Karnataka, 560096, India**

**Subject: Offer of Employment**

**Dear Pallavi:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Pallavi**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Pallavi**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## Annexure A

Ms. Pallavi N

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance <sup>1a &amp; 1b</sup>	11,867	142,404
Leave Travel Allowance <sup>2</sup>	1,750	21,000
Differential Allowance	5,833	69,996
Meal Card <sup>3</sup>	2,200	26,400
Employer's contribution to PF	2,100	25,200
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Pallavi N

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**



**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Pallavi N

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Pallavi N

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023  
\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Pallavi N  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR  
Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

Pallavi N

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloitte.net/deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloitte.net/deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Pallavi N

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Ms. Pallavi N**

**24Th Main Srinivas Nagar Nandini  
Layout, #138 Bangalore, Karnataka,  
560096, India**

### Training Bond

**Dear Pallavi:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**



**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Ms. Deepa M D**  
**32, 4Th Cross , Sunkadkatte , Sollapuradama**  
**Layout Bangalore, Karnataka, 560091, India**

**Subject: Offer of Employment**

**Dear Deepa:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.



This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Deepa**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Deepa**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Annexure A****Ms. Deepa M D****Tax Consultant I -**

<b>Description</b>	<b>Monthly (Rs. per month)</b>	<b>Annual (Rs. per Annum)</b>
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Deepa M D

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.



d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing



services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### OTHER POST- EMPLOYMENT OBLIGATIONS

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### MISCELLANEOUS

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Deepa M D

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Deepa M D

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023  
\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.





**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Deepa M D  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_  
Date

I have read and understood the above policy terms.

Deepa M D

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer’s telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer’s policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)’s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer’s Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Deepa M D

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Ms. Deepa M D**

**32, 4Th Cross , Sunkadkatte , Sollapuradama Layout Bangalore, Karnataka, 560091, India**

**Training Bond**

**Dear Deepa:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**







**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Ms. Nune Tejasri**  
**Plot No 90, Saraswathi Nagar, Near Nandyal**  
**Checkpoint Kurnool, Andhra Pradesh, 518002,**  
**India**

**Subject: Offer of Employment**

**Dear Tejasri:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Tejasri**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Tejasri**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Ms. Nune Tejasri

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Nune Tejasri

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial

interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.



d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Nune Tejasri

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.



**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.



**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Nune Tejasri

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:  
**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023  
\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Nune Tejasri  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR  
Talent**

Its: Authorized Signatory Apr 4, 2023  
Date

I have read and understood the above policy terms.

Signature \_\_\_\_\_ Name Nune Tejasri Date \_\_\_\_\_

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.

- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. <https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Nune Tejasri

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name





Apr 4, 2023

**Ms. Nune Tejasri**

**Plot No 90, Saraswathi Nagar, Near  
Nandyal Checkpost Kurnool, Andhra  
Pradesh, 518002, India**

**Training Bond**

**Dear Tejasri:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By:

Signature

**Authorized Signatory**





**Deloitte Tax Services India Private Limited**  
**Deloitte Tower Survey No. 41 Gachibowli Village, Ranga**  
**Reddy District, CIRCLE 3, Hyderabad - 500032,**  
**Telangana, India**

**Tel: +91 040 67621000**  
**www.deloitte.com**

Apr 4, 2023

**Mr. Ankush R Shetty**  
**#860 6Th Main 6Th Cross Prakashnagar, Banga-**  
**lore, Karnataka, 560021, India**

**Subject: Offer of Employment**

**Dear Ankush:**

On behalf of **Deloitte Tax Services India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Tax Consultant I** based in **Hyderabad**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **May 30, 2023**

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of **Rs./₹ 600,000/-** and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 100,000/-** subject to your reporting for full-time employment on **May 30, 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **May 30, 2023**, or an alternative mutually agreed upon date.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Tax Services India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

**Ankush**, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

**For Deloitte Tax Services India Private Limited**  
Best regards,

DocuSigned by:  
*Chandra Shekar Hegganur Shivaramu*  
7284E77297BF40A...

By: \_\_\_\_\_  
Signature

**Authorized Signatory**

**Acceptance**

I, **Ankush**, hereby accept the terms and conditions of this employment offer. Please sign and date your Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Annexure A

Mr. Ankush R Shetty

Tax Consultant I -

Description	Monthly (Rs. per month)	Annual (Rs. per Annum)
Basic Pay	<b>17,500</b>	<b>210,000</b>
House Rent Allowance (HRA)	<b>8,750</b>	<b>105,000</b>
Special Allowance <sup>1a &amp; 1b</sup>	<b>11,867</b>	<b>142,404</b>
Leave Travel Allowance <sup>2</sup>	<b>1,750</b>	<b>21,000</b>
Differential Allowance	<b>5,833</b>	<b>69,996</b>
Meal Card <sup>3</sup>	<b>2,200</b>	<b>26,400</b>
Employer's contribution to PF	<b>2,100</b>	<b>25,200</b>
<b>Total Salary (in Rs.)</b>	<b>50,000</b>	<b>600,000</b>
Variable Bonus*	You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	<b>3,014</b>	<b>36,167</b>

\*The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10%** of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

<sup>1</sup>All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

**Employee Level -  
Tax Consultant I***<sup>1a</sup>Communication Expenses**<sup>1b</sup>Fuel Expenses*

*Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed.*

*Petrol / Driver / Insurance / Repairs & Maintenance*

**Rs./₹3,000/-** per month

**Rs./₹7,500/-** per month

<sup>1a</sup> The internet/telephone/mobile bills should be in the Employee's name.

<sup>1b</sup> For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current prerequisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		Two Wheelers
	<= 1600 cc	> 1600 cc	
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

<sup>2</sup> The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

<sup>3</sup> Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

<sup>4</sup> Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

**Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.**



Ankush R Shetty

Hyderabad

### Annexure B

#### **Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")**

In consideration of my employment by **Deloitte Tax Services India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office **Deloitte Tower Survey No. 41 Gachibowli Village, Ranga Reddy District, CIRCLE 3, Hyderabad - 500032, Telangana, India** (the "Employer") as **Tax Consultant I** - and other valuable consideration, I acknowledge and agree that:

#### **PRELIMINARY MATTERS**

**1. Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.

**2. Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Tax Consultant I** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

#### **PROTECTION OF OUR BUSINESS**

**3. Reporting of Proceedings.** Except as provided by law and except as I have disclosed in writing on **Exhibit C** to this Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.

**4. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*.

**5. Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.

**6. Authorization.** Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

**7. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial



interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

**8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property.** I understand that while employed with a *Deloitte Entity*, I will use and have access to the Systems. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

**9. Security.** I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

**10. Ownership of Works.**

a. I agree that the Employer owns all rights, title and interest in and to all *Works*.

b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.

c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.

e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

**11. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 10 do not apply to *Pre-existing Creations* and *Personal Creations*. I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Creations*. I acknowledge and agree that I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment*, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**12. Post- Employment Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.

**13. Exceptions to Post- Employment Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.

**14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

**15. Restrictions re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

services to, with, or on behalf of the *Deloitte Entity*.

**16. Post- Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST- EMPLOYMENT OBLIGATIONS**

**17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**18. Notification of Post- Employment Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.

**19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**20. . Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

**21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**22. . Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.

**23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

#### **MISCELLANEOUS**

**24. Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in **Hyderabad, Telangana, India** and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.

**25. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.

**26. Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

**27. Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**28. Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.

**29. Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.

**30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.

**31. Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

**For Deloitte Tax Services India Private Limited**

**OMKAR CHANDRAMOULI KONCHUR**

**Talent**

**Authorized Signatory**

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Ankush R Shetty

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the “Deloitte U.S. Firms”), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited (“DTTL”) or any member firm of DTTL or affiliate thereof (collectively, the “DTTL Member Firms”) or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Deloitte India (Offices of the US)** - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – National Office (Independence) of Deloitte LLP.

**Intellectual Property** - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest in Intellectual Property.

**PCAOB** – the United States Public Company Accounting Oversight Board.



**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United States Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Proceedings** – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

**EXHIBIT B**

**Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements*

<u>Title</u>	<u>Date</u>	<u>Brief Description</u>
--------------	-------------	--------------------------

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Ankush R Shetty

\_\_\_\_\_  
Name (Print)

ACCEPTED AND AGREED TO:  
**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: *Authorized Signatory*

Apr 4, 2023  
\_\_\_\_\_  
Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements* or *Arrangements* are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's *Pre-existing Creations* and the Intellectual Property of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements* or *Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements* or *Arrangements* will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.



**EXHIBIT C**

**Proceedings**

[none, unless otherwise specified]

Yes, I do have *Proceedings* to report

X

No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

\_\_\_\_\_  
Signature

Ankush R Shetty  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**EXHIBIT D**

**Exceptions to Post-Employment Restrictions: re: Clients**

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have  
Post-Employment Restrictions  
re: Clients

X No, I do not have  
Post-Employment Restrictions  
re: Clients

Name of Client Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

\_\_\_\_\_

**Deloitte Tax Services India Private Limited**



**OMKAR CHANDRAMOULI KONCHUR**  
**Talent**

Its: Authorized Signatory

Apr 4, 2023

\_\_\_\_\_ Date

I have read and understood the above policy terms.

Ankush R Shetty

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Date

An *Authorized Signatory's* signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.



## Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Tax Services India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

### Terms of Service

#### 1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on [www.deloittenet.com](http://www.deloittenet.com). The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to [www.deloittenet.com](http://www.deloittenet.com) and *Independence* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

#### 2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

#### 3. HARRASSMENT POLICY

**Administrative Policy Release ("APR") 213** is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

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#### 4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

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#### 5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

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#### 6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

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#### 7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days** by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

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#### 8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.



- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) ([https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218\\_OutsideEmploymentActivities\\_US.aspx](https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx)).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

<https://deloittenet.deloitte.com/Pages/Home.aspx> for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of **May 30, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Conditions of Service.

Ankush R Shetty

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



Apr 4, 2023

**Mr. Ankush R Shetty**

**#860 6Th Main 6Th Cross Prakashnagar,  
Bangalore, Karnataka, 560021, India**

### Training Bond

**Dear Ankush:**

On behalf of **Deloitte Tax Services India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Tax Consultant I** pursuant to the terms and conditions of your offer letter dated **May 30, 2023**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For **Deloitte Tax Services India Private Limited**

DocuSigned by:

*Chandra Shekar Hegganur Shivaramu*

7284E77297BF40A...

By:

Signature

**Authorized Signatory**





Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**Date:** 27<sup>th</sup> March, 2023

Dear Sheikh,

**Subject :** Offer letter of employment as **Business Development Executive.**

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive.** Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -



Components	Per Annum	Per Month
Basic Salary	210,000	17,500
HRA	105,000	8,750
Special Allowances	65,904	5,492
Employer's Contribution to EPF	21,600	1,800
Statutory Bonus	17,496	1,458
Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

  
REGISTRAR  




Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation

Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
2. Copies of Educational Certificates – Class 10<sup>th</sup> & Class 12<sup>th</sup> and Other Certificates (if any)
3. Copy of Graduation Certificate
4. Aadhar Card
5. PAN Card
6. Form 11 & Form 2
7. Bank Account Details
8. Clearance from the previous employer
9. Passport size Photograph (in .jpeg)
10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/ODg5NzE1MDM=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  




Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**Date:** 27<sup>th</sup> March, 2023

Dear T R Shahul Hameed,

**Subject :** Offer letter of employment as **Business Development Executive**.

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive**. Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -


Components	Per Annum	Per Month
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Statutory Bonus	17,496	1,458
Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

  
REGISTRAR  






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9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation



Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
2. Copies of Educational Certificates – Class 10<sup>th</sup> & Class 12<sup>th</sup> and Other Certificates (if any)
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5. PAN Card
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7. Bank Account Details
8. Clearance from the previous employer
9. Passport size Photograph (in .jpeg)
10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/ODg5NzE1MDM=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  


**Date:** 27<sup>th</sup> March, 2023

Dear Satish,

Subject : Offer letter of employment as **Business Development Executive**.

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive**. Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -

Components	Per Annum	Per Month
Basic Salary	210,000	17,500
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Employer's Contribution to EPF	21,600	1,800
Statutory Bonus	17,496	1,458
Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation

Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
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You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  


**Date:** 27<sup>th</sup> March, 2023

Dear Nirup,

**Subject :** Offer letter of employment as **Business Development Executive**.

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive**. Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -

<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
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<b>Total CTC Per Annum</b>	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

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During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE





Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation

Before your date of joining, kindly upload the below mentioned documents in the link given below -

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5. PAN Card
6. Form 11 & Form 2
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8. Clearance from the previous employer
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10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/NjQwNzExNTA=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  




Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**Date:** 27<sup>th</sup> March, 2023

Dear T B,

**Subject :** Offer letter of employment as **Business Development Executive.**

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive**. Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -

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Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

  
REGISTRAR  




Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation



Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
2. Copies of Educational Certificates – Class 10<sup>th</sup> & Class 12<sup>th</sup> and Other Certificates (if any)
3. Copy of Graduation Certificate
4. Aadhar Card
5. PAN Card
6. Form 11 & Form 2
7. Bank Account Details
8. Clearance from the previous employer
9. Passport size Photograph (in .jpeg)
10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/OTIyMTA5NTA=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  




Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**Date:** 27<sup>th</sup> March, 2023

Dear Anshul,

**Subject :** Offer letter of employment as **Business Development Executive.**

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive.** Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -


Components	Per Annum	Per Month
Basic Salary	210,000	17,500
HRA	105,000	8,750
Special Allowances	65,904	5,492
Employer's Contribution to EPF	21,600	1,800
Statutory Bonus	17,496	1,458
Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

  
REGISTRAR  






Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation

Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
2. Copies of Educational Certificates – Class 10<sup>th</sup> & Class 12<sup>th</sup> and Other Certificates (if any)
3. Copy of Graduation Certificate
4. Aadhar Card
5. PAN Card
6. Form 11 & Form 2
7. Bank Account Details
8. Clearance from the previous employer
9. Passport size Photograph (in .jpeg)
10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/MjgyNjA0MzY=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  


**Date:** 27<sup>th</sup> March, 2023

Dear Nirmal,

**Subject :** Offer letter of employment as **Business Development Executive**.

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive**. Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -

Components	Per Annum	Per Month
Basic Salary	210,000	17,500
HRA	105,000	8,750
Special Allowances	65,904	5,492
Employer's Contribution to EPF	21,600	1,800
Statutory Bonus	17,496	1,458
Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation

Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
2. Copies of Educational Certificates – Class 10<sup>th</sup> & Class 12<sup>th</sup> and Other Certificates (if any)
3. Copy of Graduation Certificate
4. Aadhar Card
5. PAN Card
6. Form 11 & Form 2
7. Bank Account Details
8. Clearance from the previous employer
9. Passport size Photograph (in .jpeg)
10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/NjM0MjEzMjY=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  


Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear J Shyam Prasad,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**





### Annexure 1

**Date:** 31-10-2022

**Name:** J Shyam Prasad

**Designation:** Executive Trainee

**Band:** J2

CTC STRUCTURE		
Components	Per Annum	Per Month
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

**Other Benefits (as per prevalent Company Policy):**

Group Term Insurance: Term cover of INR 12,00,000  
Mediclam: INR2,00,000 for self and dependents

Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Sujay Sajjan R P,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

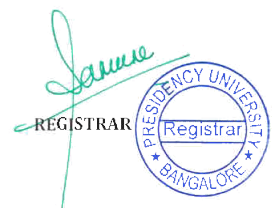
A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



Annexure 1

Date: 31-10-2022

Name: Sujay Sajjan R P

Designation: Executive Trainee

Band: J2

CTC STRUCTURE		
Components	Per Annum	Per Month
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

**Other Benefits (as per prevalent Company Policy):**

Group Term Insurance: Term cover of INR 12,00,000  
Mediclam: INR2,00,000 for self and dependents

Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Rakesh K K,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022

**Name:** Rakesh K K

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Deepak Chand S R,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**





**Annexure 1**

**Date:** 31-10-2022

**Name:** Deepak Chand S R

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Ajay G,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

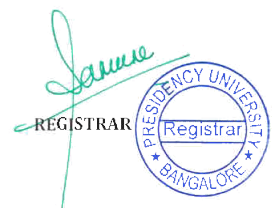
A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022

**Name:** Ajay G

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Manoj Gowda S P,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022

**Name:** Manoj Gowda S P

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

  
 REGISTRAR  


Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Kiran S,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**





**Annexure 1**

**Date:** 31-10-2022


**Name:** Kiran S

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

  
 REGISTRAR  


Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Yashawanth C,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022  
**Name:** Yashwanth C  
**Designation:** Executive Trainee  
**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
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<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000 Mediclam: INR2,00,000 for self and dependents

  
REGISTRAR  


Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Ashitosh M,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022

**Name:** Ashitosh M

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Chethan D M,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

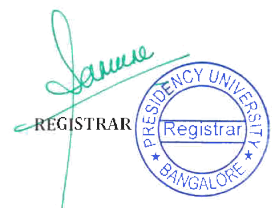
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For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022

**Name:** Chethan D M

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
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<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
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<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

  
 REGISTRAR  




Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Rudresh M,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

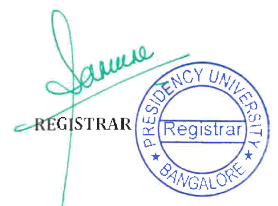
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We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022

**Name:** Rudresh M

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
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LTA	11,875	990
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Provident Fund	21,600	
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<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents

  
 REGISTRAR  


Sar utha ke jyo!

Sar utha ke jyo!



Date: 31-10-2022

**Subject: Offer of Employment**

Dear Chethan V,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 31-10-2022

**Name:** Chethan V

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
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<b>(III) Retirals</b>		
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Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents



Koushik Chakraborty

Shiboramabati, Bowai, Burdwan, West Bengal, 713423

06/Apr/2023

Dear Koushik Chakraborty,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **06/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be Rs. **600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

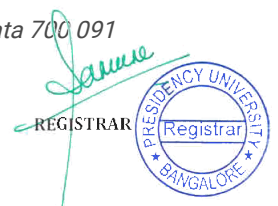
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091  
Telephone: +91 (33) 6620 9018,  
Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

{{Sig\_es\_:signer1:signature}}

Authorised Signatory

{{Dte\_es\_:signer1:date}}

Koushik Chakraborty

{{Sig\_es\_:signer2:signature}}

{{Dte\_es\_:signer2:date}}

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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

06/Apr/2023

Name: **Koushik Chakraborty**

Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

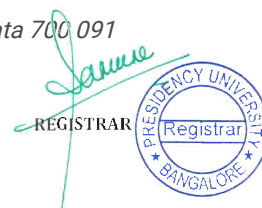
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CIN: U72200WB2010PTC142115







Performance Bonus (B)	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
<i>All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits</i>	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **11/10/1999**. You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

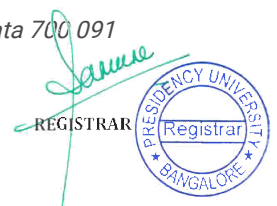
You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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CIN: U72200WB2010PTC142115





Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

### 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

### 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

### 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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CIN: U72200WB2010PTC142115





By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SD C), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that: You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics HelpLine. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### **13. Insider information**

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### **14. Code of Conduct**

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### **15. Protection of Computer Software / Organization's Assets**

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### **16. Exclusivity**

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### **17. Enrolment and Certifications (Wherever applicable)**

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### **18. Bond signing (Sponsored Training Programs)**

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### **19. Leased Assets**

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### **20. Retirement Age**

The retirement age from the services of the Company is 60 years.

### **21. Retirement / Separation Benefits**

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### **22. Notice Period**

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### **23. Exit Formalities:**

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

#### 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

#### 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

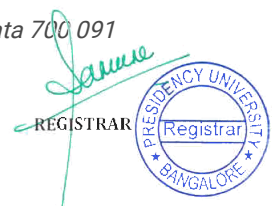
For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

{{Sig\_es\_:signer1:signature}}

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Koushik Chakraborty

\_\_\_\_\_  
Name

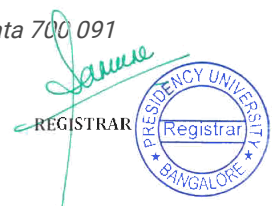
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Signature

{{Dte\_es\_:signer2:date}}

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("**Offer Letter**").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

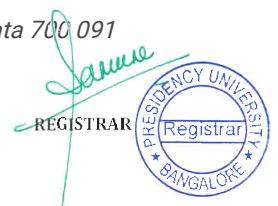
The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

{{Sig\_es\_:signer2:signature}}

Koushik Chakraborty

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Azad Kumar Chowdhary

#222/16, Girish Ghosh Road, Bally, Howrah, West Bengal-711202

05/Apr/2023

Dear Azad Kumar Chowdhary,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Azad Kumar Chowdhary

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## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Azad Kumar Chowdhary**



Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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REGISTRAR  




<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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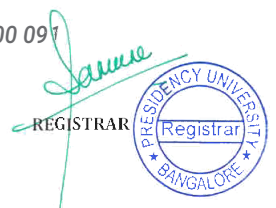



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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CIN: U72200WB2010PTC142115





Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

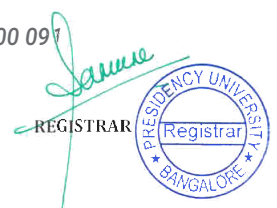
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

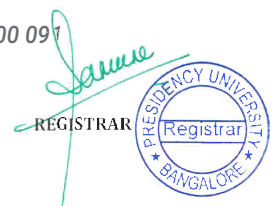
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

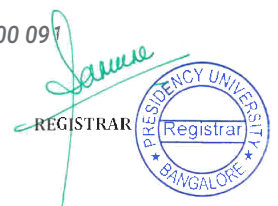
**Azad Kumar Chowdhary**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Azad Kumar Chowdhary

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





Jasmine Kaur

24, Road No.12,Opp Seva Brati Neel,Sangha,Farm Area, Jamshaedpur, Kadma, East  
Singhbhum, Jharkhand-831005

05/Apr/2023

Dear Jasmine Kaur,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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REGISTRAR  






Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Jasmine Kaur

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Jasmine Kaur**  
Designation: **Associate**  
Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

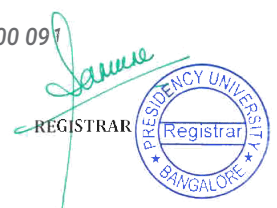
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

## 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

## 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

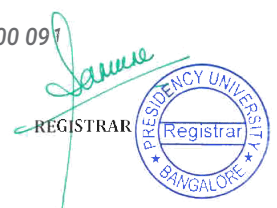
## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

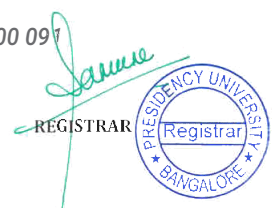
The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

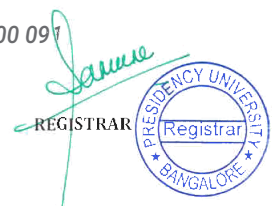
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

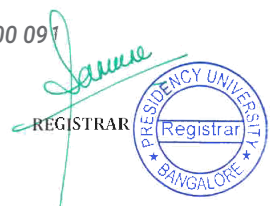
Jasmine Kaur

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Jasmine Kaur

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Manjusha S Pathak

Ishwar Badavani, Rajiv Gandhi Nagar, Gadag 582101

05/Apr/2023

Dear Manjusha S Pathak,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

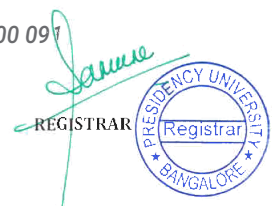
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

**Manjusha S Pathak**

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Manjusha S Pathak**



Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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REGISTRAR  




<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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REGISTRAR  




### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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CIN: U72200WB2010PTC142115





2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

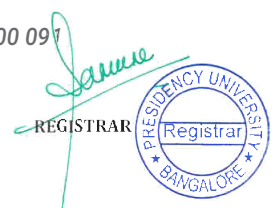
## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

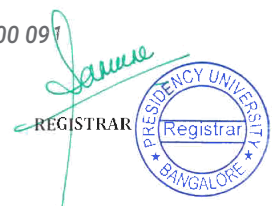
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

**Manjusha S Pathak**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

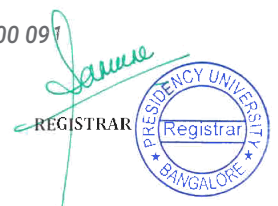
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Manjusha S Pathak

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CIN: U72200WB2010PTC142115





Sonakshi

#24741. Street No. 9B, Baba Deep Singh Nagar, Bathinda, Punjab-151001

05/Apr/2023

Dear Sonakshi,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Sonakshi

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

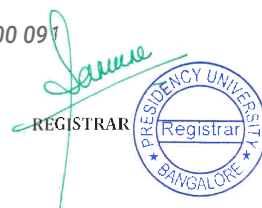
05/Apr/2023

Name: **Sonakshi**  
Designation: **Associate**  
Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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REGISTRAR  




### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

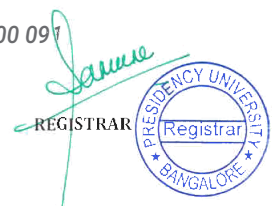
Sonakshi

\_\_\_\_\_  
Name

Signature

Date

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CIN: U72200WB2010PTC142115





## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

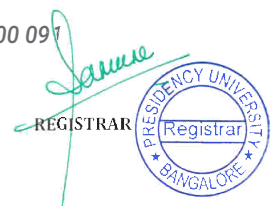
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Sonakshi

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CIN: U72200WB2010PTC142115





Punya K S

Kattalaparambil (H) Parappukkara (Po) Kerala 680310

05/Apr/2023

Dear Punya K S,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Punya K S

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Punya K S**

Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

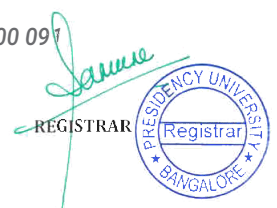
## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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CIN: U72200WB2010PTC142115







You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

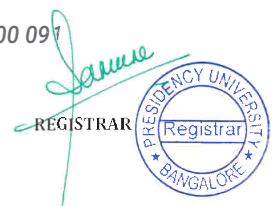
**Punya K S**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

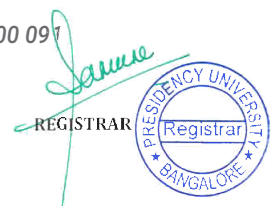
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Punya K S

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M N Varun Yadav  
B231,Agrahara Streetmalur Kolar 563130

05/Apr/2023

Dear M N Varun Yadav,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

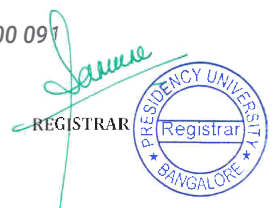
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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CIN: U72200WB2010PTC142115





Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

M N Varun Yadav

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **M N Varun Yadav**

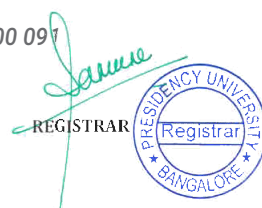
Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.





### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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CIN: U72200WB2010PTC142115





By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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Email id: [pwcscdc@xa.pwc.com](mailto:pwcscdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

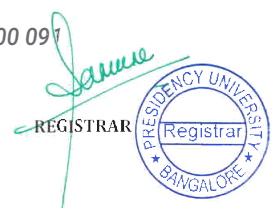
## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

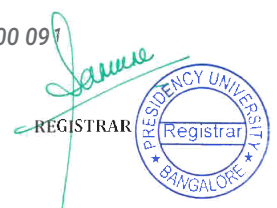
The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

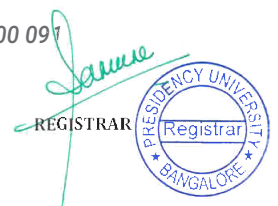
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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CIN: U72200WB2010PTC142115





## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

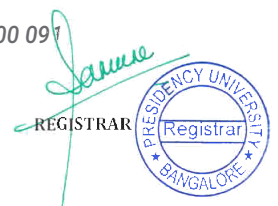
**M N Varun Yadav**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

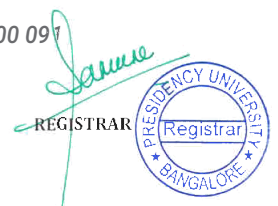
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

M N Varun Yadav

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CIN: U72200WB2010PTC142115





Harshithnayaka S

2485,5th Cross Vinayakanagara Marigudi Bidi,Mysore,Karnataka-570012

05/Apr/2023

Dear Harshithnayaka S,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

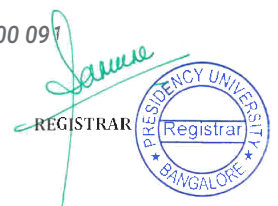
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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CIN: U72200WB2010PTC142115





Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

**Harshithnayaka S**

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Harshithnayaka S**

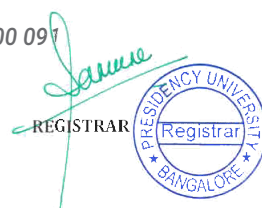
Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

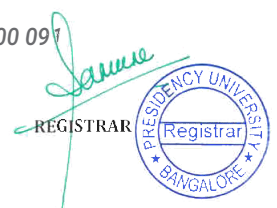
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

## 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

## 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

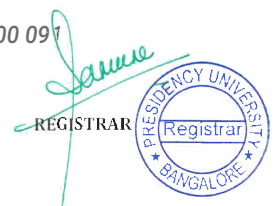
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

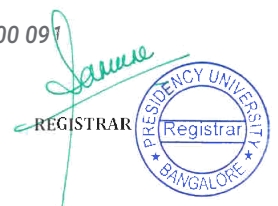
**Harshithnayaka S**

\_\_\_\_\_  
Name

Signature

Date

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CIN: U72200WB2010PTC142115





## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

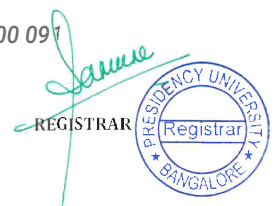
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Harshithnayaka S

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Pavan Gowda M P

No.470, Vijayashree R R Layout, Nagadevanhalli, Bangalore 560056

05/Apr/2023

Dear Pavan Gowda M P,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Pavan Gowda M P

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*







## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Pavan Gowda M P**

Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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REGISTRAR  




<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

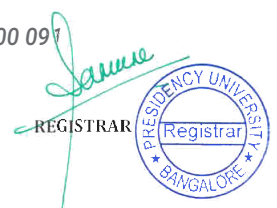
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

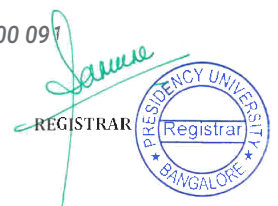
**Pavan Gowda M P**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

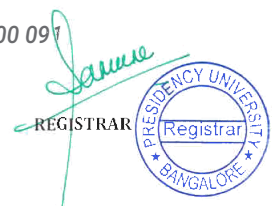
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Pavan Gowda M P

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Poorna Pramod S

1355/30, Saraswathi Nagar, B Block 6th Cross, Near Kss College, Davangere 577004

05/Apr/2023

Dear Poorna Pramod S,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

**Poorna Pramod S**

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Poorna Pramod S**

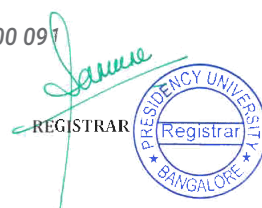
Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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CIN: U72200WB2010PTC142115

  
REGISTRAR  




### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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CIN: U72200WB2010PTC142115





Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

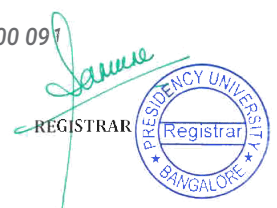
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

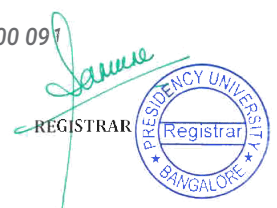
## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

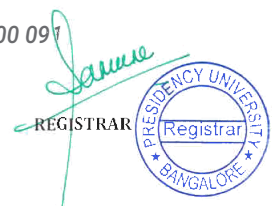
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

**Poorna Pramod S**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

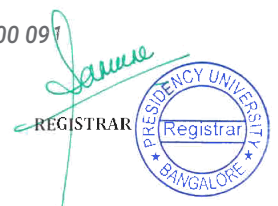
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Poorna Pramod S

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Kavya K Gowda

#588,6th Cross, Railway Parallel Road, Yeshwantpur, Bangalore, Karnataka, 560022

05/Apr/2023

Dear Kavya K Gowda,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be Rs. **600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

{{Sig\_es\_:signer1:signature}}

Authorised Signatory

{{Dte\_es\_:signer1:date}}

Kavya K Gowda

{{Sig\_es\_:signer2:signature}}

{{Dte\_es\_:signer2:date}}

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
*Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091*  
*Telephone: +91 (33) 6620 9018,*  
*Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>*  
*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Kavya K Gowda**

Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

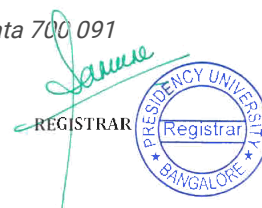
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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
<i>All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits</i>	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000**. You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

### 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

### 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

### 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SD C), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that: You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics HelpLine. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### **13. Insider information**

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### **14. Code of Conduct**

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### **15. Protection of Computer Software / Organization's Assets**

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### **16. Exclusivity**

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### **17. Enrolment and Certifications (Wherever applicable)**

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### **18. Bond signing (Sponsored Training Programs)**

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### **19. Leased Assets**

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### **20. Retirement Age**

The retirement age from the services of the Company is 60 years.

### **21. Retirement / Separation Benefits**

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### **22. Notice Period**

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### **23. Exit Formalities:**

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

#### 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

#### 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

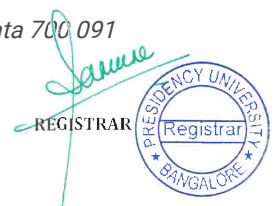
For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

{{Sig\_es\_:signer1:signature}}

Authorised Signatory

Encl: Declaration to be signed by the Employee

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091  
Telephone: +91 (33) 6620 9018,  
Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115







## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Kavya K Gowda

\_\_\_\_\_  
Name

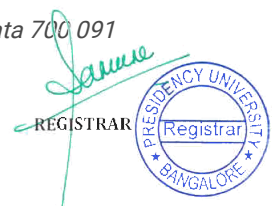
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Signature

{{Dte\_es\_:signer2:date}}

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("**Offer Letter**").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

{{Sig\_es\_:signer2:signature}}

Kavya K Gowda



Srinivas Reddy

47-A, Ward No-31, Vidyanagara, 7th Cross Kolagal Road, Near Kolluru Mahalakshmi, Ballary, Hagaribommanahalli, Ballari, Karnataka-583101

05/Apr/2023

Dear Srinivas Reddy,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

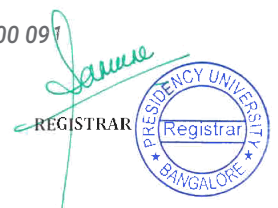
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Srinivas Reddy

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Srinivas Reddy**

Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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REGISTRAR  




### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

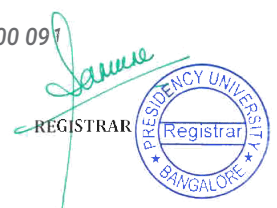
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

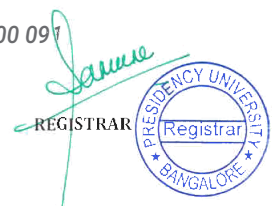
**Srinivas Reddy**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

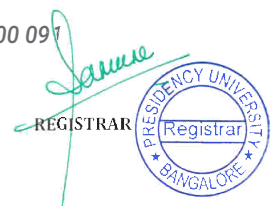
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Srinivas Reddy

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Keerthana G

#180, 9th Ward, Sri Raamanagar, Kanikal Road, Andhral, Ballari 583101

05/Apr/2023

Dear Keerthana G,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

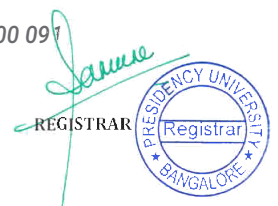
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Keerthana G

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

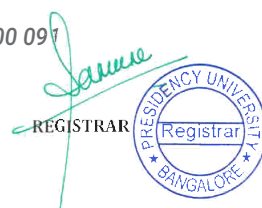
05/Apr/2023

Name: **Keerthana G**  
Designation: **Associate**  
Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

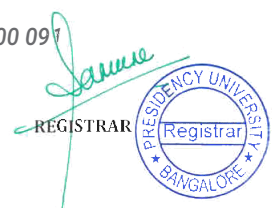
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

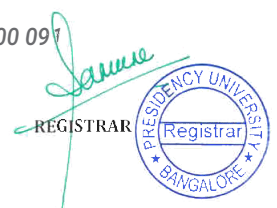
## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

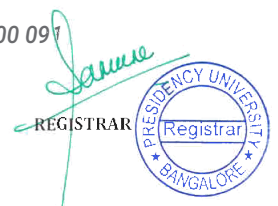
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

Keerthana G

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

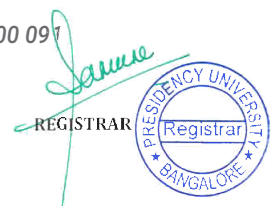
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Keerthana G

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Havyas S C

Areyoor Villaga, Abburkatte Post, Somwarper Taluk, Coorg Dist 571236

05/Apr/2023

Dear Havyas S C,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Havyas S C

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Havyas S C**

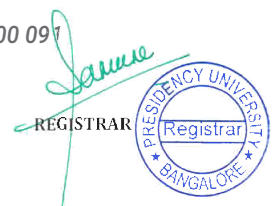
Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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REGISTRAR  






### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

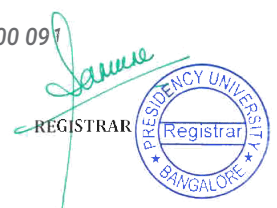
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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CIN: U72200WB2010PTC142115





You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

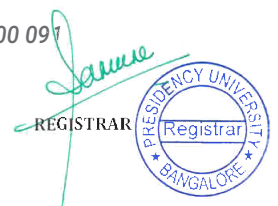
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

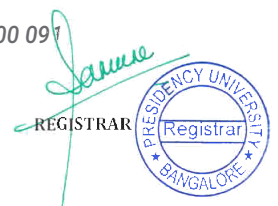
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\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

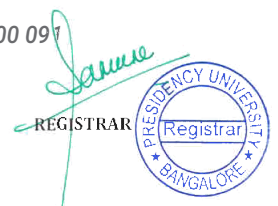
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Havyas S C

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Neha

Sunita Nivasa, Near Basavagurukula School, Aurad(B) Bidar 585236

05/Apr/2023

Dear Neha,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Neha

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Neha**



Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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REGISTRAR  






<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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REGISTRAR  




### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

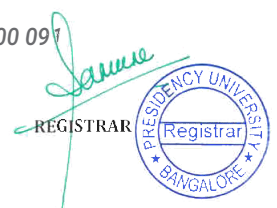
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

## 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

## 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

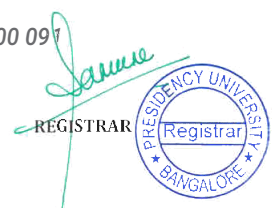
## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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CIN: U72200WB2010PTC142115







The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

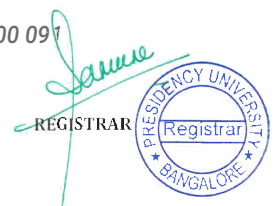
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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CIN: U72200WB2010PTC142115





## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

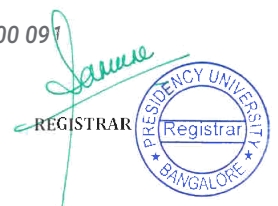
Neha

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

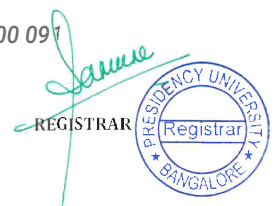
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Neha

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CIN: U72200WB2010PTC142115





Vyshnavi

Muppunja Guthu House, Near M V Shetty College, Kavour Post Mangalore 575015

05/Apr/2023

Dear Vyshnavi,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

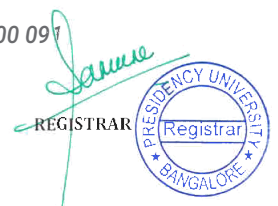
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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CIN: U72200WB2010PTC142115





Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Vyshnavi

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*







## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: Vyshnavi

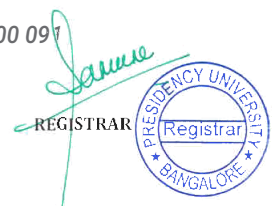
Designation: Associate

Location: Bangalore

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

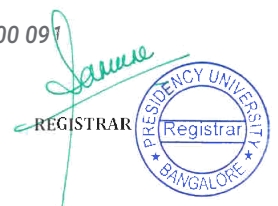
You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

## 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

## 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

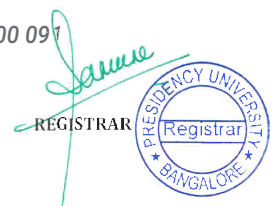
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

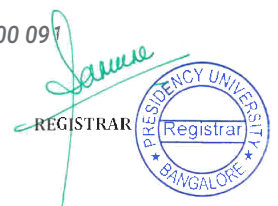
Vyshnavi

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

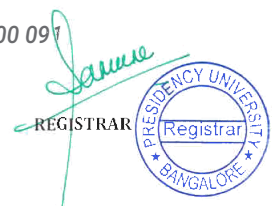
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Vyshnavi

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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CIN: U72200WB2010PTC142115





Bindushree R

24-56, Sanjeev Ii Nagar, Hegganahalli Cross, Opp Anjeneya Swamy Temple, Bangalore  
North, Karnataka-560091

05/Apr/2023

Dear Bindushree R,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

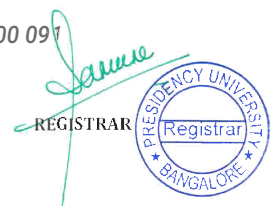
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

**Bindushree R**

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

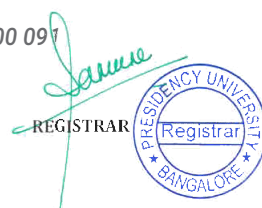
05/Apr/2023

Name: **Bindushree R**  
Designation: **Associate**  
Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.



### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

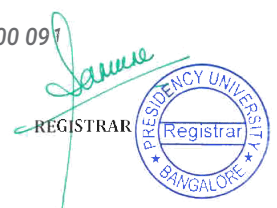
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091  
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Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

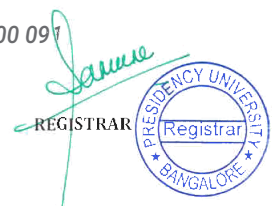
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

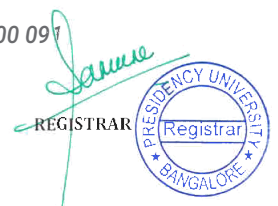
**Bindushree R**

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

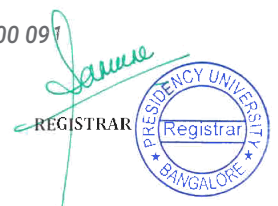
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Bindushree R

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Rohini R

No.2/43, 5th Cross, Saraswathipura, Nandhini Layout, Bangalore 560086

05/Apr/2023

Dear Rohini R,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

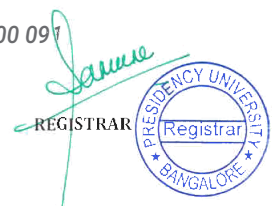
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Rohini R

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: **Rohini R**



Designation: **Associate**

Location: **Bangalore**

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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REGISTRAR  




<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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REGISTRAR  




### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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Email id: [pwcscdc@xa.pwc.com](mailto:pwcscdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

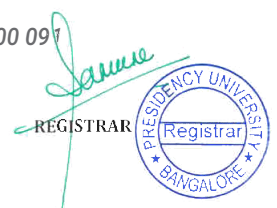
The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

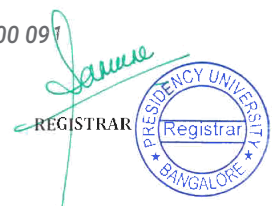
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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CIN: U72200WB2010PTC142115







## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

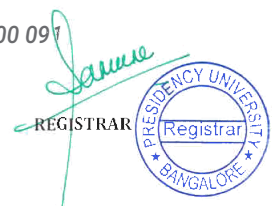
Rohini R

\_\_\_\_\_  
Name

Signature

Date

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## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

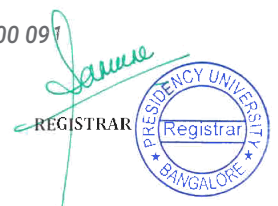
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Rohini R

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CIN: U72200WB2010PTC142115





Jayanth Kumar M J

Thirthalli, Thirthalli Post, Shimoga 577432

05/Apr/2023

Dear Jayanth Kumar M J,

### Subject: Offer letter

We are pleased to offer you the position of **Associate** in PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (hereinafter, the "Company" or "PwC SDC") on **05/Apr/2023**, subject to the terms and conditions attached hereto in Appendices A and B.

Your base office location will be **Bangalore**.

Your **Total Fixed Compensation** will be **Rs. 600,000** as detailed in Appendix A. In addition to that, you will be eligible for performance linked incentive/s as indicated in Appendix A and benefits as determined by the Company's policy. The actual incentive paid could vary depending upon the company and individual performance at the end of each performance assessment year (April to March). Any amount paid will be subject to applicable deductions as per the statutory rules and regulations in force at that given point of time. Review of your performance and compensation would be done periodically in line with the Company's policies. You will also be eligible to participate in learning and development programs as determined relevant for your professional and functional growth using the Company's training policy.

Appendix B lists the broad terms and conditions of service governing your employment with the Company as well as any other internal rules, regulations, policies and practices of the Company which may be amended from time to time. You will be expected to carefully read, and keep yourself informed of, the policies of the Company as announced or amended from time to time.

It is important to note that the Company has a documented Human Capital Manual and Policy (hereinafter, the "HC Policy"). The HC Policy contains, inter alia, various important provisions relating to leave, notice period, independence policy, etc. which are applicable to staff members. Such provisions of the HC Policy shall, by reference, be deemed to be part of your employment contract with the Company.

As an employee of the Company, you are requested to go through the HC Policy or any amendment thereto carefully to fully understand these provisions. In the event of any inconsistency between this employment contract and the HC Policy, the provisions of the HC Policy shall supersede.

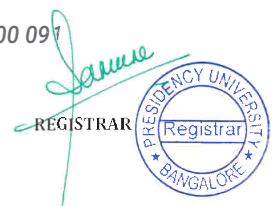
This offer and your employment with the Company is subject to successful completion of the **MBA** from your college and submission of the necessary mark-sheets /certificates within 6 months from the date of joining failing which the Company may at its discretion, terminate the employment by providing 15 days written notice or salary in lieu thereof.

This offer of employment is valid for a period of **three calendar** days only. To confirm your acceptance to this employment offer, put your signature on page numbers **2, 14** and **15** of this letter and return to us the duplicate copy of the entire agreement duly initiated and signed within **three days** from the date of receipt of the offer letter.

We take pride in being an employer of choice and would like to welcome you to join this Company and contribute to our successes.

We look forward to a long and mutually beneficial relationship with you.

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Yours faithfully,

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Jayanth Kumar M J

*PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited*  
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*CIN: U72200WB2010PTC142115*





## Appendix A

Please note that as an employee of the Company, you will be subject to compliance with all the policies and procedures of the Company including but not limited to those relating to Independence, Risk Management, Ethics and Compliance (including Data Protection), NIS, Technology and Code of Conduct, as amended from time to time within PwC Network. Non-compliance to the same will be treated as per the policies of Company.

This section outlines the details of your compensation. Please contact your Talent Acquisition point of contact if you have any queries or clarifications. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

05/Apr/2023

Name: Jayanth Kumar M J



Designation: Associate

Location: Bangalore

### Compensation details

Components	Per Annum (Rs)
Basic	229,920
House Rent Allowance	114,960
Provident Fund (Employer's Contribution)	27,590
Statutory Bonus	16,800
Reimbursable Flexible Benefit (RFB)	185,530
<b>Fixed Compensation</b>	<b>574,800</b>
Meal Vouchers	13200
Out of office connectivity reimbursement	12000
<b>Total Fixed Compensation (A)</b>	<b>600,000</b>

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REGISTRAR  




<b>Performance Bonus (B)</b>	As per Company policy
<b>Benefits (Estimated Value)</b>	
Mobile Phone Allowance	As per Company policy
Mobile Phone Connection	As per Company policy
Group Personal Accident Insurance	420
Medical Insurance	38,593
Group Life Insurance	1253
Bus Subsidy	As per Company policy
<b>Total Benefits (C) <sup>(1)</sup></b>	<b>40,266</b>
<b>Total CTC (A + B+ C)</b>	<b>640,266</b>
Gratuity	As per provisions of prevailing regulations of Payment of Gratuity Act 1972
All the above benefits are as per Company's policies and may have tax implications. They are subject to change from time to time and depend on entitlement policy. Benefits if not availed cannot be claimed as cash equivalent (1) The value above is only the estimated monetized value of the applicable benefits	

All the above amounts are based on a full year of service and the amount payable would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

The Company ensures that all female employees are offered necessary benefits under the Maternity Benefit Act, 1961 as amended from time to time.

All female employees who have worked in the Company for a period of not less than 80 days (in the twelve months immediately preceding the date of her expected delivery) will be eligible for 26 calendar weeks of maternity leave on full pay out of which not more than 8 weeks shall precede the date of expected delivery w.e.f. 1st April, 2017.

For an employee with two or more surviving children, leave entitlement shall be 12 weeks, out of which not more than 6 weeks shall precede the date of expected delivery.

Guidelines and conditions prescribed under the Maternity Benefit Act of 1961 as amended from time to time would apply.

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REGISTRAR  




### Annual Variable Pay

In addition to the above Fixed Compensation, you will be eligible for Annual Variable Pay which is your performance linked incentive. The variable pay pay-out, will vary, primarily on your individual performance and the performance of the Company. The disbursement of the Variable Pay, if applicable, is subject to you being active on the rolls of the Company on the date of disbursement. The application, interpretation, amendments if any, and any determinations related to, the performance linked incentive is at the sole discretion of the Company.

Annual Variable Pay will be payable as per Company policy (as amended from time to time) subject to you being on the payroll of the Company on the date of disbursement of such bonus. The Fixed Compensation and Variable Pay shall be subject to tax deduction at source as per the applicable provisions of the Income Tax Act, 1961.

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## Appendix B

This section outlines the general terms and conditions that would govern your employment with PwC SDC.

### General Terms & Conditions

#### 1. Duties

During the term of your employment, you shall render the services enumerated and as are customarily associated with or incident to your position in the company and shall perform such other duties and responsibilities for the Company may reasonably require, consistent with such a position.

You shall diligently and faithfully serve the Company and shall obey all reasonable and lawful directions given to you by or under the authority of the board of directors of the Company and/or your superiors and shall comply with the policies, rules and regulations established by the Company as amended from time to time.

#### 2. Verification

Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly 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 with the Company or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

#### 3. Date of Birth

The date of birth declared by you is **03/06/2000** You will be bound by such declared date of birth in all service matters with the Company, including your retirement age.

#### 4. Probation

You will be on a Probation period of 180 days including your date of joining, during which your performance will be reviewed. Only on successful completion of the probationary period, based on your satisfactory performance review, your continued employment with PwC SDC will be confirmed by a mail to that effect. Your probation period shall be governed by the extant probation policy of the Company. During the probation period, either the Company or you may terminate your employment by giving 30 days notice to the other party. However, the Company retains the right to terminate your employment, without giving any notice or pay in lieu of notice, in case of any wrongful declaration, not clearing background verification, any non-compliance, indulging in unethical practices, misconduct, fraud or misappropriation of funds or breach of any terms of service or any policy of the Company.

#### 5. Working Hours

The working hours of the Company have been provided in the HC Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties as a professional within the required time frame. Depending on business circumstances you might be required to work beyond office hours which is a part of your professional responsibility within the terms of this contract.

#### 6. Leave

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Your annual leave entitlement will be as provided in the HC Policy of the Company as amended from time to time.

## 7. Posting & Transfer

Your job may require you to proceed, from time to time, on assignments to stations outside your base office location and locations overseas. Based on exigencies of work and at the discretion of the Company your services may be transferred to any office of the Company or its associate companies in India or abroad. You will be governed by the transfer rules framed by the Company in this respect. In the event of your transfer you will be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with applicable immigration/visa rules in this regard.

## 8. Confidentiality

Maintaining confidentiality is a condition to your employment.

During your employment, you will not store, possess, use or disclose confidential / personal / sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. Further you must abide/comply with Company's policies, processes and guidelines related to information security, data protection and privacy, incident management and associated procedures. You shall not bring any such information or data into the Company. As the basic nature of work is confidential in nature hence maintaining confidentiality is a pre - requisite that needs to be established to confirm your readiness to work assigned by PwC SDC.

You will not, either during your employment with the Company or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Company's business, its affairs or its clients, service providers, sub-contractors or vendors, other than the Directors of the Company or their authorized representatives.

On discontinuation of your employment, you will return to the Company all papers and documents and all other property pertaining to the Company or affairs of the Company or its clients or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients of the Company. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to our clients or third parties.

You should keep yourself informed and compliant with the Confidentiality Policy of the Company, as may be amended from time to time. This Confidentiality Clause shall survive termination of this agreement.

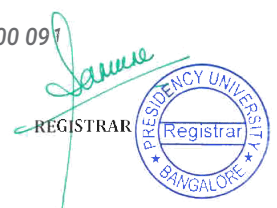
## 9. Intellectual Property and Copyright

Any copyright material or intellectual property or any invention or patentable idea created by you during the course of employment, belongs to and vests in the Company and you agree that if required you shall execute any documents and do all that is necessary, at the expense of the Company, to assign the said rights to the Company and / or to effect the registration of such rights in the name of the Company or its nominee in any country in the world.

We wish to mention that provisions of the Indian Copyright Act, 1957 are to be complied with whereby unauthorized copying of software, documentation, manuals, designs, technical know-how etc. is an infringement of this act and is a disciplinary offence. You are strictly advised not to indulge in such activities and in case you do so indulge, you shall do so at your own risk and peril.

Also, the nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on an unconditional basis. Further, the Company may need to provide a client with material without acknowledging each individual who worked on it.

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By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Company with unfettered rights for utilization or disposal of the same; and consenting to the Company and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

### 10 A. Independence

As an employee of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited (the Company or PwC SDC), a member of the PwC Network, you will be required to comply with laws and regulations governing independence as they relate to your personal financial interests. Industry regulators have set rules designed to enable PwC and its employees to be free from conflicts with our clients in order to be objective in our work. You will be required to confirm your compliance with our Independence policies and procedures as they apply to you.

The 'PwC Network' refers to the network of member firms of PricewaterhouseCoopers International Limited. PwC Network member firms operate locally in countries around the world and are each a separate legal entity.

Accepting this offer of employment and its terms means you agree to and acknowledge that:

You will be required to disclose all financial relationships of you and your immediate family in systems managed by the Company. You will not have to provide any monetary details, only the name of the entity and the nature of the relationship. Examples of financial relationships are securities (stocks, funds, bonds, options), bank deposits, Demat/brokerage accounts, insurance products, credit cards, loans and mortgages. This includes:

- a. Full disclosure of all financial relationships of your immediate family – which is defined as your spouse (husband/wife) and any financial dependents (children). Please discuss this with your spouse prior to accepting the offer.
- b. After reviewing your financial relationships, the Company may ask you to dispose of a financial interest or close out a financial arrangement, which could be on short notice and/or on terms that are disadvantageous to you and/or your immediate family. A condition of employment is that you agree to dispose of these financial relationships if requested by the Company.
- c. Providing evidence of you and/or your immediate family's financial relationships and tax returns, if requested by the Company.
- d. Upon acceptance of this offer letter, you might be subjected to a pre-hire independence check and satisfactory clearance thereof which would include disposing off /closing a not permitted restricted financial relationship in a short notice and/or on terms that are disadvantageous to you and/or immediate family members current financial position, failing which Company reserves its right to revoke the offer. You will be required to provide complete and accurate disclosure of financial relationships held by you and/or your immediate family member during the pre- hire independence check. You agree to provide any information requested by the Company to verify your declaration. After commencing employment with the Company, if it is later revealed there is a discrepancy in your declaration, your services could be terminated forthwith without notice or further compensation from the day such discrepancies are identified.

### 10 B. Data Privacy & Confidentiality

1. You will be required to sign a "consent to cooperate" to comply with requirements of certain regulators such as the Public Company Accounting Oversight Board (PCAOB) and the Canadian Public Accountability Board. By signing this consent, you agree to comply with any request for information, such as with a request for testimony or the production of documents.

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2. During the course of your work for the Company, you are prohibited from using or sharing non-public information for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further, you must abide/comply with Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to any company, not just PwC Network clients and their related entities.

During the course of your employment with the Company, the Company may collect personal data about you and other information related to your employment. You agree and understand the Company may disclose and transfer such personal data and other information to third parties to fulfil the purposes of your employment. This may include transferring and storing such personal data and information to locations anywhere in the world. These third parties may include: legal and regulatory authorities, accountants, auditors, clients, lawyers and other outside professional advisors in any of the countries in which the PwC Network operates; and companies that provide products and services to the Company (such as payroll, pension scheme, benefits providers; human resources services, performance management, IT systems suppliers and support; third parties assisting with equity compensation programs, or other outsourcing providers). This personal data and information shall be kept by the Company as long as may be necessary given the purposes for which it was collected. If you have any questions or concerns about how the Company processes such personal data and information, or if you wish to request access to, or correction, updating or suppression of such personal data and information, you should contact PwC SDC HC.

## 11. Risk Management

A clear objective of the Company is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Company has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes when undertaking your work.

## 12. Confidential and Proprietary Information

Information and materials relating to the Company, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Company. You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised official assignment. You are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Further you must abide/comply with Company's policies, process and guidelines related to Information Protection and Insider Trading. Confidential Information includes, but is not limited to, the Company's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Confidential Information may be copied, disclosed or used by you during your employment with the Company only as necessary to carry out Company business and, where applicable, only as required or authorized under the terms of any agreements between the Company and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Company.

If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or to seek the Company's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Company. Moreover, disclosure of any data or information regarding your assignment, the hardware, software, other programs used in your assignment to any person other than authorised PwC SDC personnel is subject to a written approval from the LoS/Functional Leader or equivalent/appropriate authority. Non-compliance to the same will be treated as gross mis-conduct and may be dealt with as per the policies of the Company.

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The incident response for any breach or any perceived or actual threats to cyber security or data shall be immediately notified to the concerned team as per the applicable policies, as the case may be, and reported to the Ethics Helpline. Incident Management process need to be followed in case of such cyber security or data threats. Avoidable delay in such reporting may tantamount to non-compliance which may be dealt with accordingly as per the policies of the Company.

### 13. Insider information

You are prohibited from using or sharing information not publicly disclosed which you obtain during the course of your work for the Company, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. Further you must abide/comply with all the Company's policies, processes and guidelines related to Information Protection and Insider Trading. This restriction applies to such information related to any company, not just the Company's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Company must maintain independence.

### 14. Code of Conduct

The Code of Conduct policy addresses how employees in the Company should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Company policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com>. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline. For further details please refer to the HC Policy as amended from time to time.

### 15. Protection of Computer Software / Organization's Assets

The Company has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Company, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. All Company property/assets, including any copies thereof, must be returned to the Company on termination of employment or whenever requested by the Company.

You will be provided with access to a computer (including Laptop and other peripherals) for your business use in the office or Work From Home ("WFH") and must be used solely in connection with the performance of your authorised assignment. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Company's relevant policies and procedures applicable to usage of the Company's computer equipment, including the Company's policies on the appropriate use of email and the internet. You acknowledge and agree that the Company reserves the right to monitor your usage of the Company's computer(s) and IT systems/resources towards ensuring that there is no unauthorized usage thereof.

### 16. Exclusivity

During the continuance of your employment with the Company, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior permission from the General Manager or equivalent of the Company.

### 17. Enrolment and Certifications (Wherever applicable)

In case you are a qualified CA/ ICWA/ CS, you will be required to enrol yourself as a member of the respective Institute within two months of joining the Company. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining. You are required to notify the

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Company of your membership number in the Institute. Also, you will be required to maintain and renew, as required, any certifications and licenses that you hold and that have a bearing on your official duties and obligations on an on-going basis.

### 18. Bond signing (Sponsored Training Programs)

The Company, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Company. In consideration of being chosen for such training programs, at the Company's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Company for at least one year after completion of training. If you fail to do so, you shall be required to refund to the Company the cost of training in accordance with applicable slabs of refunds. You acknowledge and agree that the Company shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

### 19. Leased Assets

In case of leased assets (like cars) availed by you through the Company, you will be personally liable for usage of such assets. The Company will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your personal responsibility. You hereby agree to keep the Company fully released and discharged and indemnified (and take all necessary actions thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

### 20. Retirement Age

The retirement age from the services of the Company is 60 years.

### 21. Retirement / Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be notified through your pay slip.

### 22. Notice Period

The notice period for termination of employment by either side shall be 60 days (which includes the date of the written notice) or as specified in the HC Policy of the Company for all confirmed employees. The Company or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as above or a salary payment in lieu of that notice.

The Company may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Company before agreeing to his release. If, in exceptional cases, the Company agrees to an employee's requests for an early release, the Company will recover the salary or part thereof equivalent to the balance notice period.

For further details please refer to the HC Policy.

### 23. Exit Formalities:

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Company.

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You will be required to return all documents and property (including copies thereof) belonging to the Company before your last working day in order to calculate the full and final settlement. You are also specifically restrained from keeping copies or extracts of any of the Company's or client's document with you, after your release from the services of the Company, except with specific written permission from the Company.

As part of your exit formalities, you have to provide in writing to us that you will be personally liable to us and/or our clients for any data/confidential information retained by you, in any unauthorized manner or disclosed by you even, after the tenure of your employment.

Any recovery, made by the Company from you, either on account of shortfall in notice period or towards damage of assets/property of the employer or recovery of bonus or any amount paid, due to non-fulfillment of condition for granting such bonus or amount, would be subject to applicable GST, which would also be recovered from you, as the same is payable by the Company to the Government. The present rate of GST applicable for such purposes is 18% and subject to change as per the applicable GST provisions from time to time.

## 24. Non-Solicitation

Upon leaving the Company you will not, without prior written consent of the Company, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, company or corporation who has, at any time during your employment with the Company, been:

- a client of the Company with whom you have had contact or been involved in the provision of services, or
- an employee of the Company.

To prevent any potential conflicts of interest or breaches of confidentiality, you will not accept an appointment offered by a client or owner of the company for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Company. It is mandatory to immediately notify the Company or your General Manager of such an offer.

## 25. General

You would keep the Company informed about any change in your personal particulars and shall file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including but not limited to passport, driving licenses, corporate credit card).

You also agree to share your details as in the Company records with other PwC network firms.

This sharing of information does not under any circumstances imply an employment relationship with the entity with which such details are shared.

While your work may be international in nature, it is based out of India and it is implicit that all directions given to you in the development of any work products are from India only.

The conditions contained herein are indicative only. As an employee of the Company, you will be governed by all the policies, including those relating to Independence, Risk Management, Code of Conduct, office procedures, and any rules and regulations of the Company that may be in force from time to time.

In the event that any one or more of the provisions contained in this employment letter shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this employment letter or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this employment letter and this employment letter shall be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

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You hereby undertake to do all things reasonably within your power, which are necessary or desirable to give effect to the spirit and intent of this employment letter.

## 26. Dispute Resolution

Any dispute arising out of or in connection with this employment letter shall be resolved by means of mediation between the employee and a person nominated by the General Manager of the Company. Both the parties shall endeavour to earnestly resolve the dispute on a priority basis. In case the dispute is not resolved within 14 (fourteen) days from start of the mediation process, the same shall be referred to Arbitration as per the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by the Company and arbitration proceedings shall be conducted in English in Kolkata, India. The decision of the Arbitrator shall be final and binding on both the parties.

## 27. Choice of Law and Jurisdiction

All disputes arising out of or in connection with this employment letter or any breach thereof or any claims arising in connection with such breach or dispute shall be governed by laws of India and be subject to jurisdiction of courts in Kolkata, India.

For any clarification on the Company's HC Policy please contact your local designated HR representative. You may also contact the Company's HC Director if you have any further clarifications.

## 28. Legal Proceedings

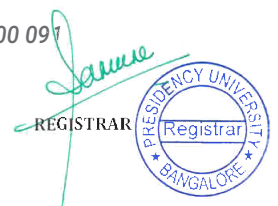
As one of the mandatory requirements, legal proceedings, if any, initiated against you including but not limited to First Information Report (FIR), General Diary or any Litigation of whatsoever nature needs to be immediately reported to the concerned Human Capital contact of the concerned Lines of Service to which you belong in writing. Depending on the nature of your official role and the extent of your involvement, you shall be withdrawn from official duty (including client assignments) with immediate effect. During the period when you are withdrawn from work, post full exhaustion of your (total applicable) leave balance, you shall be placed under "leave without pay". However subject to an effective conclusion in such legal proceeding, you will be allowed to resume work. In the event you are convicted in a criminal proceeding, you shall be terminated from service in view of such conviction. This will form an integral part of your employment terms with PwC SDC Kolkata.

For and on behalf of-  
**PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited**

Authorised Signatory

Encl: Declaration to be signed by the Employee

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## Declaration

By signing this agreement, I hereby acknowledge and agree that: -

I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Company as amended from time to time. In particular, I declare that: -

I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.

I acknowledge and agree to the Company reserving the right to get a background check conducted on me through a third-party agency. In furtherance thereof, I authorize the Company to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card) either directly or through a third-party agency. There are no on-going or pending criminal cases/criminal liabilities on me.

I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/data/material of any other company or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Company and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Company.

I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the Company's Code of Conduct.

In case of breach of provisions related to data/information protection and confidentiality and other allied technological breaches or non-compliance or violation, wilful or intentional misconduct, fraud and/or dishonesty may lead to termination of your contract with PwC SDC and/or any losses incurred for such reasons you agree to keep PwC SDC indemnified and harmless from any losses or liability or claims which may arise as a consequence of such breach. You acknowledge that a breach of any of these provisions will cause the immediate termination of your contract with PwC SDC; furthermore, you agree to indemnify and hold PwC SDC harmless from any loss, claim, liability, obligation or expense incurred by PwC SDC as a result of your breach.

I understand and agree that this consent is a condition of my continued employment by PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and work assignments in association with PricewaterhouseCoopers LLP.

This agreement and consent are given while under the employment of PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited and assigned to work in association with PricewaterhouseCoopers LLP.

I accept the above.

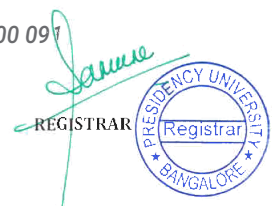
Jayanth Kumar M J

\_\_\_\_\_  
Name

Signature

Date

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091  
Telephone: +91 (33) 6620 9018,  
Email id: [pwcfdc@xa.pwc.com](mailto:pwcfdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115





## Past Employment Related Obligations

This is with reference to the Offer Letter and Terms and Conditions of Employment issued to me by PricewaterhouseCoopers Service Delivery Center (Kolkata) Pvt. Ltd. ("PwC SDC"), which were duly accepted by me and constitute my offer letter with PwC SDC ("Offer Letter").

I hereby represent, warrant, confirm and reiterate to PwC SDC that I am currently not subject to any agreement, arrangement, understanding or legal obligation to any prior employer or other party which restricts or prohibits me from being employed by PwC SDC or fully performing any of my duties under the Offer Letter or engaging in any activity that I am required or expected to perform in connection with my employment with PwC SDC. I have complied with all my post-termination obligations and will comply with continuing obligations with my previous employers and no person or entity has any claim against me.

I agree and undertake to keep in confidence all proprietary information, knowledge, or data acquired by me in any of my previous employments and refrain from disclosing the same to PwC SDC, bringing it into PwC SDC's premises, using it in the performance of my duties for PwC SDC or inducing PwC SDC to use the same.

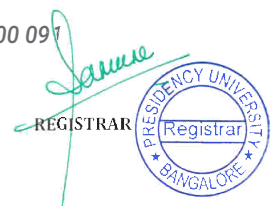
I understand that I will be solely liable if any information or material disclosed or used by me during my employment with PwC SDC infringes on any trademarks, copyrights, patents, or any other intellectual property of any previous employer or any other third-party or violates my continuing confidentiality obligations towards them. I agree to indemnify, protect and hold harmless PwC SDC (including its directors, officers and employees) for any loss, damage or other liability incurred by it (including its directors, officers and employees) for any act done or omission on my part during my employment with PwC SDC which is not in good faith or without exercise of due diligence, honesty and fairness and which is in breach of the provisions of this undertaking.

The undertaking constitutes an integral part of my employment terms with PwC SDC and is to be read in conjunction with my Offer Letter.

Yours faithfully,

Jayanth Kumar M J

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
Registered Office: 13th Floor, South City Pinnacle, Plot No. X1-1, Block-EP, Sector V, Salt Lake, Kolkata 700 091  
Telephone: +91 (33) 6620 9018,  
Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
CIN: U72200WB2010PTC142115



To

Date: 9<sup>th</sup> November, 2022

Anjali Sharma

Subject: Internship Offer Letter

Dear Anjali Sharma,

In reference to your application, we would like to congratulate you on being selected for an internship with the Intellipaat Software Solutions Pvt. Ltd. Your work is scheduled to start on **2<sup>nd</sup> January, 2023** for a period of **6** months. During this period, you will get paid **Rs. 22,000/month** (Rupees Twenty-Two Thousand Only) and you will be working as a '**Business Development Trainee**'. The technical platform and job role will be shared with you by your manager on the day of your joining.

Note:

- Number of working days is **6** days a week.
- Your first month's salary will be dispersed along with your **4<sup>th</sup>** month's salary.
- During this Internship, you are eligible to get up to **Rs 200,000/-** as an incentive based on your performance.
- During your internship, you are expected to be disciplined and sincere towards your job responsibility.
- Based on your performance, the Pre-Placement Offer will be released before the completion of your internship at Intellipaat.
- The company reserves the right to pay or recover salary in lieu of the notice period (if applicable) or to relieve you before the expiry of the notice period. All payments and recoveries made under this clause will be based on Gross Salary
- You need to serve **30** days of notice period without fail, or else the management of Intellipaat can hold your salary/ experience letter / relieving letter/ any background verification in the future.
- Minimum working duration must be 9 hours including a one-hour lunch/dinner break.
- After the successful completion of 6 Months Internship period total CTC would be **Rs 900,000 INR**.
- No examination preparatory leaves will be provided during this period
- If the college/university exams are pending then you are allowed to take leaves for exams and for applying for the same you need to get the letter from your TPO with examination dates and get it approved by your manager.

Again, congratulations and we look forward to working with you.

Yours truly,

For Intellipaat Software Solutions Private Limited



**Dewaker Singh Bisht**  
Director - Human Resources

Intellipaat Software Solutions Pvt. Ltd.

AMR Tech Park 3, Ground Floor, Tower B, Bommanahalli, Hosur Road, Bengaluru, Karnataka-560068



To

Date: 9<sup>th</sup> November, 2022

Kotapally Sony

Subject: Internship Offer Letter

Dear Kotapally Sony,

In reference to your application, we would like to congratulate you on being selected for an internship with the IntelliPaat Software Solutions Pvt. Ltd. Your work is scheduled to start on **2<sup>nd</sup> January, 2023** for a period of **6** months. During this period, you will get paid **Rs. 22,000/month** (Rupees Twenty-Two Thousand Only) and you will be working as a '**Business Development Trainee**'. The technical platform and job role will be shared with you by your manager on the day of your joining.

Note:

- Number of working days is **6** days a week.
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- During this Internship, you are eligible to get up to **Rs 200,000/-** as an incentive based on your performance.
- During your internship, you are expected to be disciplined and sincere towards your job responsibility.
- Based on your performance, the Pre-Placement Offer will be released before the completion of your internship at IntelliPaat.
- The company reserves the right to pay or recover salary in lieu of the notice period (if applicable) or to relieve you before the expiry of the notice period. All payments and recoveries made under this clause will be based on Gross Salary
- You need to serve **30** days of notice period without fail, or else the management of IntelliPaat can hold your salary/ experience letter / relieving letter/ any background verification in the future.
- Minimum working duration must be 9 hours including a one-hour lunch/dinner break.
- After the successful completion of 6 Months Internship period total CTC would be **Rs 900,000 INR**.
- No examination preparatory leaves will be provided during this period
- If the college/university exams are pending then you are allowed to take leaves for exams and for applying for the same you need to get the letter from your TPO with examination dates and get it approved by your manager.

Again, congratulations and we look forward to working with you.

Yours truly,

For IntelliPaat Software Solutions Private Limited



**Dewaker Singh Bisht**  
Director - Human Resources

IntelliPaat Software Solutions Pvt. Ltd.

AMR Tech Park 3, Ground Floor, Tower B, Bommanahalli, Hosur Road, Bengaluru, Karnataka-560068



To

Date: 9<sup>th</sup> November, 2022

Dhakshitha K D

Subject: Internship Offer Letter

Dear Dhakshitha K D

In reference to your application, we would like to congratulate you on being selected for an internship with the Intellipaat Software Solutions Pvt. Ltd. Your work is scheduled to start on **2<sup>nd</sup> January, 2023** for a period of **6** months. During this period, you will get paid **Rs. 22,000/month** (Rupees Twenty-Two Thousand Only) and you will be working as a '**Business Development Trainee**'. The technical platform and job role will be shared with you by your manager on the day of your joining.

Note:

- Number of working days is **6** days a week.
- Your first month's salary will be dispersed along with your **4<sup>th</sup>** month's salary.
- During this Internship, you are eligible to get up to **Rs 200,000/-** as an incentive based on your performance.
- During your internship, you are expected to be disciplined and sincere towards your job responsibility.
- Based on your performance, the Pre-Placement Offer will be released before the completion of your internship at Intellipaat.
- The company reserves the right to pay or recover salary in lieu of the notice period (if applicable) or to relieve you before the expiry of the notice period. All payments and recoveries made under this clause will be based on Gross Salary
- You need to serve **30** days of notice period without fail, or else the management of Intellipaat can hold your salary/ experience letter / relieving letter/ any background verification in the future.
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- After the successful completion of 6 Months Internship period total CTC would be **Rs 900,000 INR**.
- No examination preparatory leaves will be provided during this period
- If the college/university exams are pending then you are allowed to take leaves for exams and for applying for the same you need to get the letter from your TPO with examination dates and get it approved by your manager.

Again, congratulations and we look forward to working with you.

Yours truly,

For Intellipaat Software Solutions Private Limited



**Dewaker Singh Bisht**  
Director - Human Resources

Intellipaat Software Solutions Pvt. Ltd.

AMR Tech Park 3, Ground Floor, Tower B, Bommanahalli, Hosur Road, Bengaluru, Karnataka-560068



HR TAD/B/PR-41931/OFP-254/2023-24

26 May 2023

**Hearty Welcome!**



Dear Sahana R ,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at [postings@federalbank.co.in](mailto:postings@federalbank.co.in).

The details of the offer of appointment made to you are annexed to this letter.

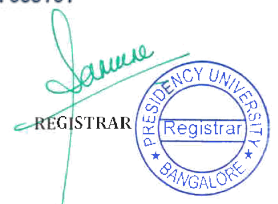
Wishing you all success,

Yours Sincerely,

**Sabeena Shaji A**  
**Vice President (HR)**

To

Ms. Sahana R  
No.182 8th Cross  
Rashi Residency, Magadi Main Road  
Kadabagere Post  
Bangalore Urban, Karnataka-562130



## Offer of appointment to Ms. Sahana R as Probationary Officer in Scale I

You have been selected for appointment in the Bank as Probationary Officer in Junior Management Grade in Scale I on the basis of your performance in the Campus selection process.

### **Place of Posting/ Date of Joining**

Your initial place of posting will be at Branch/Office: **Puttur** situated at Meenar Complex, Main Road, Puttur, Dakshina Kannad, Karnataka-574201. You will have to join Branch/Office: Puttur on 20/06/2023 after completion of the orientation programme.

### **Pre Induction e-Learning & Orientation programme**

As part of continuous learning approach, Bank will be conducting a pre-induction self-learning programme which will help you to understand basic banking functions and concepts. Completing this e-learning programme is a pre-requisite for joining the Induction/Orientation programme, details of which will be intimated to you in due course by Federal Academy of Career Excellence (FACE).

Please report at Federal Academy of Career Excellence (FACE), Federal Heights, Bye Pass Junction, Aluva - 683 101, Kerala on 12/06/2023 before 09.00 a.m., for a six-day orientation programme from 12/06/2023 to 17/06/2023. The appointment will be effective from the date of commencement of the orientation programme. On completion of the orientation programme on 17/06/2023 at 05.00 p.m, you will have to report for duty on 20/06/2023 at the Branch/Office to which you are posted. Accommodation will be provided at Federal Academy of Career Excellence (FACE) from 11/06/2023 onwards. The offer of appointment will be valid only up to 12/06/2023.

### **Remuneration**

You will be on a pay scale of ₹ 36000-1490 /7-46430-1740 /2-49910-1990 /7-63840 as applicable to Officers in Scale I of the Bank. The total monthly emoluments eligible to be received by an Officer in Scale I with Basic Pay ₹ 36000/- at Aluva would be as follows:

Particulars	Amount (Rs.)
Basic Pay	36000.00
Special Allowance	5904.00
Dearness Allowance	17732.67
HRA (Leased Accommodation)	15150.00
Learning Allowance	600.00
City Compensatory Allowance/Location Allowance	1400.00
Total	76786.67

- Amount of leased accommodation will vary according to the place of posting. Those who are not availing the leased accommodation/quarters facility are eligible for HRA at the rate of 7% to 9% of Basic Pay depending upon the place of posting.
- City Compensatory Allowance (CCA)/Location allowance would be payable at specified centres and would change depending upon the place of posting. Detailed monthly emoluments /allowances is annexed.

During the period of probation/on confirmation in service, you will also be eligible for the facility of fixed conveyance allowance or cost of fuel on declaration, reimbursement of hospitalisation expenses, medical aid, reimbursement of entertainment expenses, reimbursement of cost of cleansing materials, closing allowance, Digital Promotion allowance, reimbursement of cost of brief case / office bag (on confirmation), reimbursement of cost of newspapers (after completion of one year of probation), reimbursement of cost of visiting cards (on confirmation), club allowance (on confirmation), reimbursement of mobile phone bills (after completion of one year of probation), leave travel concession, transfer compensation, privilege leave, sick leave, casual leave, sabbatical leave, benefits under Maternity Benefit Act, 1961 etc., subject to the rules in force and as amended, altered or added from time to time. On confirmation and on completion of stipulated period of service, you would also be





eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

### **Learning Plan for Probationers**

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

### **Probation/ Confirmation**

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

### **Joining formalities**

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

- a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.
- b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank (also should be uploaded in Fed Recruit mobile application).
- c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format:<https://bit.ly/3dUGJd6>). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

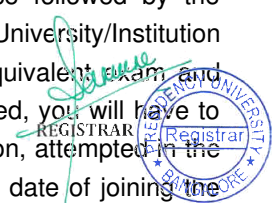


- d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.
- e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.
- f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format <https://bit.ly/2C2Tzsx>) .Hard copy of the documents should be submitted on the joining day.
- g. One copy of your latest passport size photograph.
- h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).
- i. Certificate of completion of pre-induction training programme.
- j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the



Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

### **Other Benefits**

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

You will be enrolled as a member of the Group Term Assurance Plan from the date of next annual renewal of the Policy by the Bank. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

### **Resignation**

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

### **General**

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.





## Annexure

Compensation Particular	Monthly	Annual
Basic Pay	36000.00	432000.00
Special Allowance	5904.00	70848.00
Dearness Allowance	17732.67	212792.03
HRA (Leased Accommodation)	15150.00	181800.00
Learning Allowance	600.00	7200.00
City Compensatory Allowance/Location Allowance	1400.00	16800.00
Gross Salary (Monthly)	76786.67	921440.03
<b>Allowances (Monthly)</b>		
Cleansing Allowance	1200.00	14400.00
Fuel Reimbursement(Four Wheeler)	9450.00	113400.00
Entertainment Expenses	2600.00	31200.00
Gross Allowances (Monthly)	13250.00	159000.00
<b>Allowances (Annual)</b>		
Medical Aid	-	10300.00
Vehicle Maintenance Allowance	-	4300.00
Digital Promotion	-	2600.00
Closing Allowance	-	3000.00
Leave Encashment (Annual)	-	10752.78
Gross Allowances (Annual)	-	30952.78
Total Fixed Pay	92616.07	1111392.80
<b>Others</b>		
Leave Encashment (30 days, once in 4 years)	-	16129.17
LFC (Once in 4 years)	-	8664.00
Employers Contribution to NPS (Monthly)	7114.46	85373.57
Exgratia*	-	44000.00
Annual CTC	105463.29	1265559.54

\*Will vary according to the profit position of the Bank.

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from ₹8750/- to ₹ 26450/- depending upon the place of posting. At Aluva it is ₹ 15150/-)

# You will be eligible for monthly Conveyance (Fuel Reimbursement) allowance as follows;

a) 90 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace

**OR**

b) 55 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace

**OR**

c) Fixed conveyance of ₹ 3500/-

### **Other Allowances**

Cost of brief case / office bag (on confirmation)- ₹ 5250/- (once in 3 years)

Reimbursement of cost of newspapers - ₹ 600/- p.m (after completion of one year of probation)

Eligibility for reimbursement of mobile phone bills ranges from ₹ 1250/- to ₹ 2500/- p.m depending upon the job role and place of posting (after completion of one year of probation).

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

*Sanne*  
REGISTRAR



HR TAD/B/PR-41935/OFP-254/2023-24

26 May 2023

*Hearty Welcome!*



Dear Namratha Jacob,

It gives us immense pleasure to formally welcome you to be a part of this great institution, which has grown tremendously over the years and looking forward to conquer new heights in the years to come. We are sure that you would definitely want to build an enduring relationship with this institution, which will in turn offer you exciting and challenging career opportunities to grow and develop yourself.

We have made necessary arrangements for your smooth induction into our system. In case you need any clarifications or support from our end, please feel free to contact us at [postings@federalbank.co.in](mailto:postings@federalbank.co.in).

The details of the offer of appointment made to you are annexed to this letter.

Wishing you all success,

Yours Sincerely,

Sabeena Shaji A  
Vice President (HR)

To

Ms. Namratha Jacob  
#15 Pearlshine Villa  
Greenvalley Layout  
Kasagattapura Silvepura Po  
Bangalore, Karnataka, 560090







eligible for various staff loans prevailing in the Bank, including housing loan, vehicle loan, Interest free furniture loan, computer loan, overdraft, demand loan, Interest free festival advance, etc., subject to the rules in force and as amended, altered or added from time to time.

### Learning Plan for Probationers

During the probation period, you will be enrolled for an Internal Certification program consisting of E-learning modules, Webinar training and Periodic Assessment Tests (PATs). The detailed learning schedule, passing scores, and associated timelines will be intimated in due course by HR-Talent Development & Training Division. Your confirmation in the service of the Bank will be subject to timely and successful completion of the Internal Certification program, besides your performance ratings. Delays/failure to complete the learning schedule within specified timelines, will result in your probation getting extended. Probationers who complete the Internal Certification program within timelines, secure high performance ratings, and those who are able to secure approved external certifications during the probation period, as specified by the Bank/RBI, will be confirmed in the services of the Bank ahead of the normal probation period.

### Probation/ Confirmation

Your appointment will be on probation for a period of two years. The period of probation will be counted for calculating the period of permanent service and for the purpose of granting increments. The period of probation is liable to be extended, if the Officer has not satisfactorily completed the initial period of probation.

During the period of probation, if your work, health, conduct or efficiency is found not satisfactory, your service is liable to be terminated at any time giving you one month notice or by paying one month's pay and allowances in lieu of notice. During the period of probation, you are not expected to involve directly or indirectly in the activities of any trade union of Officer/non- Officer Staff of the Bank or of any other Bank or of other organization.

### Joining formalities

At the time of joining the Branch/Office, you will have to submit the following papers/ certificates/ documents:

- a. Originals of SSC/SSLC/Matriculation Book/Certificate, final certificates of Graduation, final certificate and semesters / yearly marklists of Post Graduation (Qualifying Examination).The candidate should also submit the document substantiating the conversion of credit based (CGPA) system into equivalent percentage for their Post Graduate and Graduate course (if applicable) at the time of joining the Bank. These certificates (Secondary Marklist, Secondary Passing Certificate, Graduation and Post Graduation Certificate) will be kept under the custody of the Bank and will be released to the candidate on completion of 2 years of service in the Bank.
- b. Originals of all the documents, certificates and marklists of all semester examinations/ yearly examinations evidencing date of birth (Secondary Certificate) and academic/ professional qualification should be uploaded in the Fed Recruit mobile application. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank (also should be uploaded in Fed Recruit mobile application).
- c. Statement about your medical history and a certificate of fitness for employment in the Bank, from a Doctor not below the rank of Civil Surgeon/ Chief Medical Officer of a Government Hospital, in the Bank's format (Click here to download the format: <https://bit.ly/3dUGJd6>). Medical certificate from Private Hospitals will not be accepted. You are required to produce all the medical reports, lab reports, ECG etc along with medical fitness certificate.

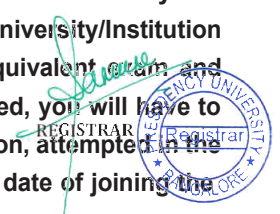


- d. Satisfactory discharge certificate and experience certificate from the previous employer/s, if any.
- e. A certificate about your character/conduct recently issued (within 6 months) by the Principal of the College/Institute last attended by you. Alternatively, two character certificates recently issued by Gazetted Officers/ respected persons.
- f. A declaration of fidelity & secrecy, a declaration of place of domicile and a statement of assets and liabilities, as per the format (Click here to download the format <https://bit.ly/2C2Tzsx>) .Hard copy of the documents should be submitted on the joining day.
- g. One copy of your latest passport size photograph.
- h. Self attested copies of any two of (i) PAN Card (ii) Voter's ID (iii) Aadhar Card (iv) Passport and (v) Driving License(Originals needs to be produced for verification).
- i. Certificate of completion of pre-induction training programme.
- j. As part of on-boarding process, you should submit all the necessary documents through Fed Recruit mobile application as and when you are instructed to do so.

It shall be distinctly understood that this offer of appointment is subject to your medical fitness for employment in the Bank, satisfactory background check and submission of the certificates/documents as stipulated above, to the satisfaction of the Bank. The medical reports/fitness certificate submitted by you are liable to be re-examined/scrutinized by Bank's Doctor and your appointment in the Bank will be subject to your medical fitness for employment in the Bank as assessed by the Bank's Doctor. You are required to undergo physical medical examination by Bank's Doctor, in case the Doctor insists for a detailed medical examination, after analyzing the medical reports submitted by you. At any stage, if you are found not satisfying the eligibility norms, your candidature is liable to be cancelled without notice. Also be understood that any misrepresentation/hiding of facts in the application/personal data/any other documents/certificates is sufficient cause for termination of your service, without notice and compensation.

The offer of appointment is subject to your fulfillment of eligibility criteria stipulated by the Bank for being appointed in the Bank as Probationary Officer under campus recruitment. You are required to submit originals & copies of the marklists/certificates of all the previous years/semesters examinations at the time of joining the Bank proving that you had passed all the previous year/semester examinations at the time of campus interview and all the papers pertaining to the subsequent semester(s) should be cleared along with the result of the final year/semester examination (final year/semester examination should be cleared in the first chance itself). In case the result of any of the semester examinations/final examination is published after the campus interview, but prior to joining the Bank, you are required to submit all the semester marklists, certificates, provisional certificate etc of such examinations at the time of joining the Bank in proof of having passed the examinations with required percentage of marks along with the result of the final year/semester examination failing which, you will not be permitted to join the Bank. In case the result of any of the previous semesters/years or final semester/year examination is not published at the time of joining the Bank, a certificate to the effect that you had completed the course study and attended all the semester examinations is to be produced from the College/University at the time of joining the Bank

In your case, the minimum eligibility criteria in respect of educational qualification for being appointed in the Bank as Probationary Officer through campus recruitment is a Post-Graduation with minimum 60% marks. The minimum eligibility of 60% (for UG & PG courses) will be assessed based on the prevailing practice followed by the University/Institution. You have to submit the percentage equivalence certificate in case your University/Institution follows grading system. Also you should have passed SSC or equivalent exam, plus 2 or equivalent exam and graduation with 60% marks. In case the result of final year/semester examination is not published, you will have to submit the certificates and marklists in proof of having passed the final year/semester examination, attempted in the first chance, with required percentage of marks within a maximum period of 5 months from the date of joining the



Bank in conformity with the minimum eligibility criteria in respect of educational qualification as stipulated by the Bank, failing which you are liable to be removed from the services of the Bank without any notice or communication, treating the appointment as cancelled. However, in case of willful default in submission of certificates/ marklists within the above stipulated period, even after publication of result of the qualifying examination, your service is liable to be terminated and you are liable to remit the compensation amount / notice pay.

#### Other Benefits

You will be required to enroll yourself as a member of The Federal Bank Officers' Medical Welfare Fund from the date of joining the Bank and deduction to the Fund at applicable rate will be made from your salary, as per the rules prevailing in the Bank at present and as amended, altered or added from time to time.

You shall contribute to the Welfare Scheme (Diya) to support the family of deceased employees of the Bank, from the date of joining the Bank and contributions to the Scheme at applicable rate will be made from your salary, as per rules prevailing in the Bank at present and as duly amended, altered or added from time to time.

You will be covered under the "Defined Contributory" Pension Scheme as applicable for the Bank employees in line with the National Pension System.

You will be enrolled as a member of the Group Term Assurance Plan from the date of next annual renewal of the Policy by the Bank. The eligibility for enrollment in the Scheme will be subject to the terms, conditions, exceptions etc; as applicable under Group Term Assurance Plan at that time and as amended, altered or added from time to time.

On confirmation in Bank's service, you will be entitled to all other privileges enjoyed by other permanent members of Officers' cadre. You will be bound by all the conditions of service as applicable to Officers of the Bank as amended, altered or added from time to time. You will be subject to all the liabilities cast upon other permanent members of Officers' cadre.

#### Resignation

If you are desirous of resigning from the service during the period of probation, you should give three months' notice in writing to the Bank or you would be liable to pay to the Bank three months' pay and allowances in lieu of notice, at the sole discretion of the Bank. In addition to this, you should pay an amount of ₹ 50,000/- as compensation, if such resignation is within 2 years of service in the Bank. If you are desirous of resigning from the service after confirmation in the service of the Bank, you should give three month's notice in writing to the Bank or you would be liable to pay to the Bank three month's pay and allowances in lieu of notice, at the sole discretion of the Bank.

You are also required to pay an amount of ₹ 50,000/- as compensation amount and applicable notice pay as stated above to the Bank, if you ceased to be in the service of the Bank consequent to termination of service within 2 years of service. You are required to execute an agreement in stamp paper (which will be made available by the Bank) of appropriate value at the time of joining the Bank agreeing to the above terms and conditions of the appointment in respect of compensation amount /notice pay etc.

The compensation amount of ₹ 50,000/- mentioned above is the fair value of the minimum cost that will be incurred by the Bank if an employee quits the Bank before the stipulated minimum period of service.

#### General

You are liable to be transferred during the period of probation and also thereafter, as found expedient by the Bank at any time to any of the existing Branches/Offices in India or abroad or Subsidiaries or to the new Branches/Offices/ Subsidiaries of the Bank to be opened in future.





## Annexure

Compensation Particular	Monthly	Annual
Basic Pay	36000.00	432000.00
Special Allowance	5904.00	70848.00
Dearness Allowance	17732.67	212792.03
HRA (Leased Accommodation)	15150.00	181800.00
Learning Allowance	600.00	7200.00
City Compensatory Allowance/Location Allowance	1400.00	16800.00
Gross Salary (Monthly)	76786.67	921440.03
<b>Allowances (Monthly)</b>		
Cleansing Allowance	1200.00	14400.00
Fuel Reimbursement(Four Wheeler)	9450.00	113400.00
Entertainment Expenses	2600.00	31200.00
Gross Allowances (Monthly)	13250.00	159000.00
<b>Allowances (Annual)</b>		
Medical Aid	-	10300.00
Vehicle Maintenance Allowance	-	4300.00
Digital Promotion	-	2600.00
Closing Allowance	-	3000.00
Leave Encashment (Annual)	-	10752.78
Gross Allowances (Annual)	-	30952.78
Total Fixed Pay	92616.07	1111392.80
<b>Others</b>		
Leave Encashment (30 days, once in 4 years)	-	16129.17
LFC (Once in 4 years)	-	8664.00
Employers Contribution to NPS (Monthly)	7114.46	85373.57
Exgratia*	-	44000.00
Annual CTC	105463.29	1265559.54

\*Will vary according to the profit position of the Bank.

@ Leased accommodation amount will be credited to Lessor's account only (leased accommodation eligibility ranges from ₹8750/- to ₹ 26450/- depending upon the place of posting. At Aluva it is ₹ 15150/-)

# You will be eligible for monthly Conveyance (Fuel Reimbursement) allowance as follows;

- 90 litres of petrol/diesel for four-wheeler vehicle registered in your name and used by you at your workplace  
OR
- 55 litres of petrol for two- wheeler vehicle registered in your name and used by you at your workplace  
OR
- Fixed conveyance of ₹ 3500/-

### Other Allowances

Cost of brief case / office bag (on confirmation)- ₹ 5250/- (once in 3 years)

Reimbursement of cost of newspapers - ₹ 600/- p.m (after completion of one year of probation)

Eligibility for reimbursement of mobile phone bills ranges from ₹ 1250/- to ₹ 2500/- p.m depending upon the job role and place of posting (after completion of one year of probation).

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



Date : 22<sup>nd</sup> November 2022  
Ref. : MT/PS/OL/ RS/2022

Contents of this letter are  
**STRICTLY CONFIDENTIAL**  
and should not be divulged to  
anyone

To,  
**Mr. Hemant Kumar Konda**  
West Bengal  
India.

**SUB: LETTER OF INTENT**

Dear Mr. Hemant Kumar Konda,

Based on your application and subsequent interview you had with us we are pleased to offer you the position of '**Management Trainee – Sales**'.

1. You will undergo training for 1 (ONE) year.
2. The details of your compensation have been attached as in **Annexure A**
3. You will also be eligible for Travelling Allowance / Daily Allowance as applicable to your grade (Sales).
4. You are entitled for 8 days casual leave & 7 days of sick leave during the period of your training.
5. A detailed copy of the letter of Appointment will be shared with you at the time of you joining the company.
6. You are requested to submit your documents as given in **Annexure B** at the time of joining. This offer is subject to your documents submitted at our end being found in order.
7. This offer is being shared with you subject to you being declared medically fit by our authorized doctors. Please refer to **Annexure C**.
8. Enclosed is an Authorization Letter for background screening which may be carried out after you join our company. Please refer to **Annexure D**
9. You will be appraised after One year and also at the end of your training period. Based on your performance, should it be found satisfactory, you will be absorbed as **Deputy Manager – Sales** in **MM3** grade.
10. You shall not, except as authorized in writing or as required strictly for the performance of your duties, reveal to any person, firm, media, concern or any other party any of the trade secrets, work related processes, confidential information, dealings, operations or any other details concerning the company's business, organization, finances, transactions or any other affairs or matters of the company or any its subsidiaries, affiliated concerns, related companies or relating to any of its customers / consumers and shall keep in complete secrecy all such matters. You hereby agree to strictly comply with these conditions even after your separation from the Company for any reason whatsoever.



11. You shall devote the whole of your work time, attention and abilities to carrying out your duties under this employment. You shall declare, in writing, any outside employment you may hold as at the date of your employment. You shall not be permitted to take up outside employment for remuneration or otherwise without the prior written approval of the Company. If, during the term of your employment, you undertake such outside employment without prior approval, you will be liable to immediate dismissal.
12. You will be responsible for the safe custody of all company's material, documents, literature, goods, and records, movable and immovable property that may be issued to you or come to your possession during the course of your employment. In case of any damage or loss to the same, the company shall have the absolute right to make good the same from your compensation or dues or any of your personal belongings.
13. You represent or agree that, you have no criminal record nor have any criminal or civil actions been initiated against you, at any time, which you have not disclosed to the Company and you have declared to the Company any technical breaches of any security laws or regulations.
14. During this training period, you may be located at any part of India and you shall be liable to be transferred to any of the locations / departments / workplaces / plant of the company or its associates, subsidiaries, or group companies anywhere in India. You will observe the duty hours prevailing in the location/department/workplace where you are so transferred or deputed to work, from time to time.
15. During this training period, your services can be terminated by either side, giving other side **one month's notice** in writing, or payment of one month's salary in lieu thereof.

Your Date of Joining shall be declared in due course of time.

Kindly sign the copy of this letter as a token of acceptance.

Thanking you,

Yours faithfully,  
For **PrismJohnson Limited,**  
**H & R Johnson (India) Division**



Pankaj Sharma  
**Authorised signatory**

## ANNEXURE A

**NAME** : MR. HEMANT KUMAR KONDA  
**DESIGNATION** : MANAGEMENT TRAINEE – SALES  
**GRADE** : JM1  
**LOCATION** : TBD

<b>SALARY DETAILS</b>	<b>On Joining Amount (Rs.)</b>	<b>On Confirmation Amount (Rs.)</b>
<b>A) Basic Pay + Other Allowances</b>		
Basic	15,000	15,000
H. R. A.	7,500	7,500
Special Allowance	22,597	30,225
<b>Total of (A)</b>	<b>45,097</b>	<b>52,725</b>
<b>B) Retirement + Annual Benefits</b>		
Company's Contribution to P.F.	1,800	1,800
Gratuity @ 4.81% as per Gratuity Act	722	722
Bonus	1,400	1,400
Mediclaim	531	843
Life Insurance	450	844
<b>Total of (B)</b>	<b>4,903</b>	<b>5,609</b>
<b>Total of (A) + (B) per month</b>	<b>50,000</b>	<b>58,334</b>
<b>Total of(A) + (B) per annum</b>	<b>6,00,000</b>	<b>7,00,008</b>

**Note:**

- We are pleased to inform that over and above your compensation structure as mentioned, you shall be eligible for a **One-Time Performance Bonus of RsK75** payable only after completion of the Trainee period of one year - the amount payable is subject to performance and appraisal rating of either Outstanding (A+) / Excellent (A).
- In addition to the above , you will be part of the various **sales incentive** plans currently in place or rolled out from time to time as per business plans and earn incentives over and above your CTC - provided you meet the eligibility and performance criteria of such plans.

**In addition** :you will be covered upto a limit of -  
 Health Insurance (hospital coverage) for self and Family – 5.0 Lacs  
 Group Term Life Insurance – 8.0 Lacs  
 Group Personal Accident Policy – 15.0 Lacs  
 Group Critical Illness Policy – 4.0 Lacs

Date: 22<sup>nd</sup> November 2022  
 Ref: MT/PS/OL/RS/2022

Yours faithfully,  
 For **PrismJohnson Limited,**  
**H & R Johnson (India) Division**



Pankaj Sharma  
 Authorised signatory

**PRISM JOHNSON LIMITED**  
 H & R Johnson (India) Division  
 REGISTRAR  
 Corporate Office: 7th Floor, Windsor, C.S.T. Road, Kalina, Santacruz (E), Mumbai - 400 098, India.  
 T: +91-22-4064 7300 / 4064 7300  
 Registered Office: Prism Johnson Limited, 305, Laxmi Niwas Apartments, Ameerpet, Hyderabad - 500 016, India.  
 W: www.prismjohnson.in, www.hrjohnsonindia.com E: info@prismjohnson.in  
 CIN: L26942TG1992PLCO14033

**ANNEXURE B**

Dear Mr. Hemant Kumar Konda,

You are required to submit the following documents at the time of joining our organization.

1. Medical Fitness Certificate along with the Medical Reports.
2. Relieving Letter from the previous organization worked.
3. Photocopies of Experience Letter from all the previous organization worked along with originals.
4. Pan Card Photocopy. **In case you do not have one, please apply immediately and give us the number at the time of joining.**
5. Aadhar Card Photocopy
6. Photocopies of Educational Certificates (S.S.C., H.S.C., Graduation, Post-Graduation, and any Professional Courses) along with original certificates.
7. Salary Certificate giving tax deducted in the current financial year from your present employer.
8. Age Proof (Birth Certificate/School Leaving Certificate/Driving License etc.)
9. Passport size Photos – 4. (white background)

\* **Please note that in absence of the above mentioned documents your hiring formalities would not be completed resulting in salary being not processed.**

**ANNEXURE C**

Dear Mr. Hemant Kumar Konda,

We have a tie-up with **Apollo Hospitals & Apollo Health Clinics** you are advised to undergo the following Pre-employment medical tests, by sending an email at [corporate@apolloclinic.com](mailto:corporate@apolloclinic.com) in the following format: (Excel Sheet Attached for Location Details)

Date of Check-up	Name of the Candidate	Type Package of	Location for Medical Check Up	Name of The Clinic	Company Name	Email ID of the Candidate
		H & R JOHNSON INDIA			H & R JOHNSON INDIA	

Package for Pre-employment medical tests for PAN India:

**PACKAGE** : H & R JOHNSON INDIA - PMC - PAN INDIA

**Cost =Rs.1200-**

**You need to pay to the Hospital/Clinic & the company will reimburse you to the extent of 1200- on submission of necessary bills, on joining.**

- |   |                                 |
|---|---------------------------------|
| 1. Cholesterol - Serum / Plasma                     | 6. Basic Ophthal Checkup        |
| 2. Creatinine - Serum / Plasma                      | 7. Package General Consultation |
| 3. Glucose – Serum / Plasma (Blood Sugar – FF & PP) | 8. Hemogram                     |
| 4. Blood Grouping And Rh Typing (Abo And Rh)        | 9. Urine Routine (CUE)          |
| 5. ECG  | 10. Stool Routine               |
|   | 11. X-Ray Chest PA              |

In the event you undergo a Pre-employment Medical Checkup **from other than Apollo Hospitals or Apollo Health Clinics** you need to do the above tests as per your age & will be reimbursed to the maximum of **Rs. 1800-**

**\*IT IS MANDATORY TO SUBMIT THE MEDICAL FITNESS CERTIFICATE ALONG WITH THE MEDICAL REPORT.**

**ANNEXURE D**

**AUTHORIZATION LETTER**

**To Whomsoever It May Concern**

I hereby authorize **PRISM JOHNSON LIMITED** H & R Johnson (India) Division to verify the documents from an outside Background Screening Agency, which includes my current/previous Employment history, Educational/Professional Credentials and my Criminal/Address background check.

The outside Background Screening Agency may obtain appropriate information from different sources as per the details mentioned in my application form submitted to my Employer, which includes Employment history from my current/previous employer, Educational / Professional Credentials to be checked from school / College / University Autonomous Institute and my Criminal/Address background check from Civil / Credit violations records.

The outside Background Screening Agency reserve the rights to obtain appropriate information from any individual, corporation or any confidential information deemed necessary to check my credentials and furnish the same to my employer.

I unconditionally release all concerned parties from all liabilities that might arise as a result of my background verification check and also do not hold responsible, any individual, corporation or private and public entity as a consequence of this check.

I also authorize release of this information in original, fax or photocopy form as deemed necessary and authenticate the validity of the same.

Name of the Candidate : **MR. HEMANT KUMAR KONDA**

Signature of the Candidate : Konda Hemant Kumar

Date : 25-11-2022

Employer Seal : \_\_\_\_\_



Mr. Samarth Aramani,

Date : 22<sup>nd</sup> November 2022  
Ref. : MT/PS/OL/ RS/2022

Contents of this letter are  
**STRICTLY CONFIDENTIAL**  
and should not be divulged to  
anyone.

To,

**SUB: LETTER OF INTENT**

Dear Mr.Samarth Aramani,

Based on your application and subsequent interview you had with us we are pleased to offer you the position of **'Management Trainee – Sales.'**

1. You will undergo training for 1 (ONE) year.
2. The details of your compensation have been attached as in **Annexure A.**
3. You will also be eligible for Travelling Allowance / Daily Allowance as applicable to your grade (Sales).
4. You are entitled for 8 days casual leave & 7 days of sick leave during the period of your training.
5. A detailed copy of the letter of Appointment will be shared with you at the time of you joining the company.
6. You are requested to submit your documents as given in **Annexure B**, at the time of joining. This offer is subject to your documents submitted at our end being found in order.
7. This offer is being shared with you subject to you being declared medically fit by our authorized doctors. Please refer to **Annexure C.**
8. Enclosed is an Authorization Letter for background screening which may be carried out after you join our company. Please refer to **Annexure D.**
9. You will be appraised after One year and also at the end of your training period. Based on your performance, should it be found satisfactory, you will be absorbed as **Deputy Manager – Sales** in **MM3** grade.
10. You shall not, except as authorized in writing or as required strictly for the performance of your duties, reveal to any person, firm, media, concern or any other party any of the trade secrets, work related processes, confidential information, dealings, operations or any other details concerning the company's business, organization, finances, transactions or any other affairs or matters of the company or any its subsidiaries, affiliated concerns, related companies or relating to any of its customers / consumers and shall keep in complete secrecy all such matters. You hereby agree to strictly comply with these conditions even after your separation from the Company for any reason whatsoever.

11. You shall devote the whole of your work time, attention and abilities to carrying out your duties under this employment. You shall declare, in writing, any outside employment you may hold as at the date of your employment. You shall not be permitted to take up outside employment for remuneration or otherwise without the prior written approval of the Company. If, during the term of your employment, you undertake such outside employment without prior approval, you will be liable to immediate dismissal.
12. You will be responsible for the safe custody of all company's material, documents, literature, goods, and records, movable and immovable property that may be issued to you or come to your possession during the course of your employment. In case of any damage or loss to the same, the company shall have the absolute right to make good the same from your compensation or dues or any of your personal belongings.
13. You represent or agree that, you have no criminal record nor have any criminal or civil actions been initiated against you, at any time, which you have not disclosed to the Company and you have declared to the Company any technical breaches of any security laws or regulations.
14. During this training period, you may be located at any part of India and you shall be liable to be transferred to any of the locations / departments / workplaces / plant of the company or its associates, subsidiaries, or group companies anywhere in India. You will observe the duty hours prevailing in the location/department/workplace where you are so transferred or deputed to work, from time to time.
15. During this training period, your services can be terminated by either side, giving other side **one month's notice** in writing, or payment of one month's salary in lieu thereof.

Your Date of Joining shall be declared in due course of time.

Kindly sign the copy of this letter as a token of acceptance.

Thanking you,

Yours faithfully,  
For **Prism Johnson Limited,**  
**H & R Johnson (India) Division**



Pankaj Sharma  
**Authorised signatory**



**ANNEXURE A**

**NAME** : MR. SAMARTH ARAMANI  
**DESIGNATION** : MANAGEMENT TRAINEE – SALES  
**GRADE** : JM1  
**LOCATION** : TBD

<b>SALARY DETAILS</b>	<b>On Joining</b>	<b>On Confirmation</b>
<b>A) Basic Pay + Other Allowances</b>	<b>Amount (Rs.)</b>	<b>Amount (Rs.)</b>
Basic	15,000	15,000
H. R. A.	7,500	7,500
Special Allowance	22,597	30,225
<b>Total of (A)</b>	<b>45,097</b>	<b>52,725</b>
<b>B) Retirement + Annual Benefits</b>		
Company's Contribution to P.F.	1,800	1,800
Gratuity @ 4.81% as per Gratuity Act	722	722
Bonus	1,400	1,400
Mediclaim	531	843
Life Insurance	450	844
<b>Total of (B)</b>	<b>4,903</b>	<b>5,609</b>
<b>Total of (A) + (B) per month</b>	<b>50,000</b>	<b>58,334</b>
<b>Total of (A) + (B) per annum</b>	<b>6,00,000</b>	<b>7,00,008</b>

**Note:**

- We are pleased to inform that over and above your compensation structure as mentioned, you shall be eligible for a **One-Time Performance Bonus of Rs. 75K** payable only after completion of the Trainee period of one year - the amount payable is subject to performance and appraisal rating of either Outstanding (A+) / Excellent (A).
- In addition to the above , you will be part of the various **sales incentive** plans currently in place or rolled out from time to time as per business plans and earn incentives over and above your CTC - provided you meet the eligibility and performance criteria of such plans.

**In addition :** you will be covered upto a limit of -  
Health Insurance (hospital coverage) for self and Family – 5.0 Lacs  
Group Term Life Insurance – 8.0 Lacs  
Group Personal Accident Policy – 15.0 Lacs  
Group Critical Illness Policy – 4.0 Lacs

Date: 22<sup>nd</sup> November 2022 Ref: MT/PS/OL/RS/2022 Yours faithfully,

For **Prism Johnson Limited,**  
**H & R Johnson (India) Division**



Pankaj Sharma  
**Authorised Signatory**

**ANNEXURE B**

Dear Mr. Samarth Aramani,

You are required to submit the following documents at the time of joining our organization.

1. Medical Fitness Certificate along with the Medical Reports.
2. Relieving Letter from the previous organization worked.
3. Photocopies of Experience Letter from all the previous organization worked along with originals.
4. Pan Card Photocopy. **In case you do not have one, please apply immediately and give us the number at the time of joining.**
5. Aadhar Card Photocopy

6. Photocopies of Educational Certificates (S.S.C., H.S.C., Graduation, PostGraduation, and any Professional Courses) along with original certificates.
7. Salary Certificate giving tax deducted in the current financial year from your present employer.
8. Age Proof (Birth Certificate/School Leaving Certificate/Driving License etc.)
9. Passport size Photos – 4. (white background)

**\* Please note that in absence of the above mentioned documents your hiring formalities would not be completed resulting in salary being not processed.**

### ANNEXURE C

Dear Mr. Samarth Aramani,

We have a tie-up with **Apollo Hospitals & Apollo Health Clinics** & you are advised to undergo the following Pre-employment medical tests, by sending an email at [corporate@apolloclinic.com](mailto:corporate@apolloclinic.com) in the following format: (Excel Sheet Attached for Location Details)

Date of Check-up	Name of the Candidate	Type of Package	Location for Medical CheckUp	Name of The Clinic	Company Name	Email ID of the Candidate
		H & R JOHNSON INDIA			H & R JOHNSON INDIA	

Package for Pre-employment medical tests for PAN India:

**PACKAGE** : H & R JOHNSON INDIA - PMC - PAN INDIA

Cost = Rs.1200/-

You need to pay to the Hospital/Clinic & the company will reimburse you to the extent of **Rs. 1200/-** on submission of necessary bills, on joining.

1. Cholesterol - Serum / Plasma
2. Creatinine - Serum / Plasma
3. Glucose – Serum / Plasma (Blood Sugar – FF & PP)
4. Blood Grouping And Rh Typing (Abo And Rh)
5. ECG
6. Basic Ophthal Checkup
7. Package General Consultation
8. Hemogram
9. Urine Routine (CUE)
10. Stool Routine
11. X-Ray Chest PA

In the event you undergo a Pre-employment Medical Checkup **from other than Apollo Hospitals or Apollo Health Clinics**, you need to do the above tests as per your age & will be reimbursed to the maximum of **Rs. 1800/-**.

**\*IT IS MANDATORY TO SUBMIT THE MEDICAL FITNESS CERTIFICATE ALONG WITH THE MEDICAL REPORT.**

**ANNEXURE D**

**AUTHORIZATION LETTER**

**To Whomsoever It May Concern**

I hereby authorize **PRISM JOHNSON LIMITED** H & R Johnson (India) Division to verify the documents from an outside Background Screening Agency, which includes my current/previous Employment history, Educational/Professional Credentials and my Criminal/Address background check.

The outside Background Screening Agency may obtain appropriate information from different sources as per the details mentioned in my application form submitted to my Employer, which includes Employment history from my current/previous employer, Educational / Professional Credentials to be checked from school / College / University Autonomous Institute and my Criminal/Address background check from Civil / Credit violations records.

The outside Background Screening Agency reserve the rights to obtain appropriate information from any individual, corporation or any confidential information deemed necessary to check my credentials and furnish the same to my employer.

I unconditionally release all concerned parties from all liabilities that might arise as a result of my background verification check and also do not hold responsible, any individual, corporation or private and public entity as a consequence of this check.

I also authorize release of this information in original, fax or photocopy form as deemed necessary and authenticate the validity of the same.

Name of the Candidate : **MR. SAMARTH ARAMANI**



Signature of the Candidate : \_\_\_\_\_

Date : 25/11/2022

Employer Seal : \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
G. K. Marg, Lower Parel, Mumbai - 400 013,  
Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

YIDHYAMNETHI DHARANI KRISHNA  
Presidency University

**Subject: Provisional Offer Letter**

Dear YIDHYAMNETHI DHARANI KRISHNA,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, YIDHYAMNETHI DHARANI KRISHNA have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





Dated: 17-Apr-2023

ADIRATH RAJARAM HEGDE  
Presidency University

**Subject: Provisional Offer Letter**

Dear ADIRATH RAJARAM HEGDE,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs. 3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, ADIRATH RAJARAM HEGDE have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
G. K. Marg, Lower Parel, Mumbai - 400 013,  
Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

M N MITHUN Raj  
Presidency University

**Subject: Provisional Offer Letter**

Dear M N MITHUN Raj,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*

I, M N MITHUN Raj have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dated: 25-Nov-2022

DHANALAKSHMI M  
Presidency University

**Subject: Provisional Offer Letter**

Dear DHANALAKSHMI M,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, DHANALAKSHMI M have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
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www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

AJAY KUMAR G S  
Presidency University

**Subject: Provisional Offer Letter**

Dear AJAY KUMAR G S,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*



I, AJAY KUMAR G S have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

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www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

Chandrika CHANDRIKA T  
Presidency University

**Subject: Provisional Offer Letter**

Dear Chandrika CHANDRIKA T,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*

I, Chandrika CHANDRIKA T have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
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www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

MADHUSURYA G s  
Presidency University

**Subject: Provisional Offer Letter**

Dear MADHUSURYA G s,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

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Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, MADHUSURYA G s have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dated: 17-Apr-2023

SAGARRADDI K RADDER  
Presidency University

**Subject: Provisional Offer Letter**

Dear SAGARRADDI K RADDER,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs. 3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

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We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, SAGARRADDI K RADDER have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
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Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

SWATHI M R  
Presidency University

**Subject: Provisional Offer Letter**

Dear SWATHI M R,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

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We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*

I, SWATHI M R have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
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Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

S M SHIVAMANI  
Presidency University

**Subject: Provisional Offer Letter**

Dear S M SHIVAMANI,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, S M SHIVAMANI have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dated: 17-Apr-2023

Soumen Sahoo  
Presidency University

**Subject: Provisional Offer Letter**

Dear Soumen Sahoo,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs. 3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, Soumen Sahoo have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



genpact

Transformation  
Happens Here

BFS031407-6707952

Date: May 30, 2023  
Aparna Nair  
Bangalore

Dear Aparna

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







**genpact**  
Transformation  
Happens Here

9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_

Aparna Nair

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employer

OR

    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourself

Or

    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Aparna Nair
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_

Aparna Nair

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
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Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

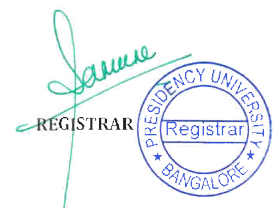
\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

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Dear Aparna Nair,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

*\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.*

*\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme. if your CTC is more than 2.6 lakhs. you may ignore the same.*

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

\_\_\_\_\_  
**Aparna Nair**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

REGISTRAR  
  
Registrar  
PRESIDENCY UNIVERSITY  
BANGALORE



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ANA007587-6864130

**Date: June 30, 2023**  
**SNEHA CHERIYAN**  
**Bangalore**

**Dear SNEHA**

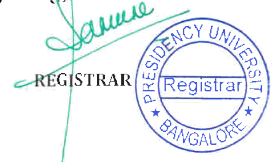
**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>BANGALORE - Pritech Park Wing-A Block-9 IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi - 110001**

REGISTRAR





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **August 7, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>BANGALORE - Pritech Park Wing-A Block-9 IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
SNEHA CHERIYAN

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	<b>SNEHA CHERIYAN</b>
<b>BAND</b>	<b>5B</b>
<b>DESIGNATION</b>	<b>Senior Associate</b>
<b>LOCATION</b>	<b>India&gt;Bangalore&gt;BANGALORE - Pritech Park Wing-A Block-9 IN - Office</b>
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance	3 times of your Annual Fixed Pay or INR 14,00,000/- (whichever is higher)
Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	3 times of your Annual Fixed Pay or INR 14,00,000/- (whichever is higher)
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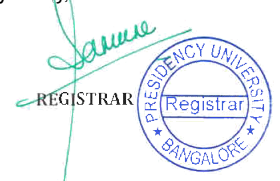
For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

SNEHA CHERIYAN

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

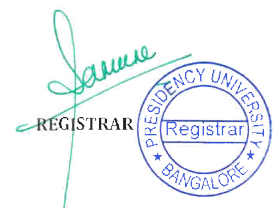
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- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear SNEHA CHERIYAN,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated June 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**SNEHA CHERIYAN**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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BFS031407-6707956

Date: May 30, 2023  
Pavan Kalyan D R  
Bangalore

Dear Kalyan

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

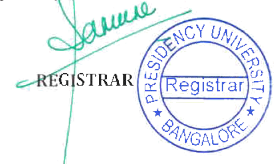
**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
Pavan Kalyan D R

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employer

OR

    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourself

Or

    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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BFS028504-6707545

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Pavan Kalyan D R
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Pavan Kalyan D R

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Pavan Kalyan D R,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

\_\_\_\_\_  
**Pavan Kalyan D R**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001**

REGISTRAR  
  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



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ANA007587-6864164

**Date: July 3, 2023**  
**Abhishek Sarwad**  
**Bangalore**

**Dear Abhishek**

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>BANGALORE - Pritech Park Wing-A Block-9 IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,**  
**Tolstoy Marg, New Delhi-110001**







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi - 110001

REGISTRAR





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.
18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.
19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **August 7, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>BANGALORE - Pritech Park Wing-A Block-9 IN - Office**.

Warm regards,

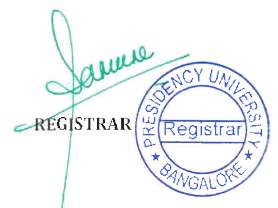
For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President - HR

**Accepted and Agreed**

\_\_\_\_\_  
**Abhishek Sarwad**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
**CIN:** U73100DL2005PTC307363  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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ANA007587-6864164

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	<b>Abhishek Sarwad</b>
<b>BAND</b>	<b>5B</b>
<b>DESIGNATION</b>	<b>Senior Associate</b>
<b>LOCATION</b>	<b>India&gt;Bangalore&gt;BANGALORE - Pritech Park Wing-A Block-9 IN - Office</b>
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance	3 times of your Annual Fixed Pay or INR 14,00,000/- (whichever is higher)
Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	3 times of your Annual Fixed Pay or INR 14,00,000/- (whichever is higher)
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

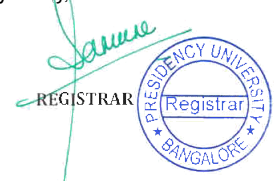
For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Abhishek Sarwad

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
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Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

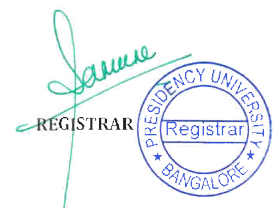
\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Abhishek Sarwad,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated July 3, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**Abhishek Sarwad**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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BFS031407-6707961

Date: May 30, 2023

Sneha  
Bangalore

Dear Sneha

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

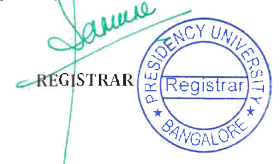
**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
Sneha

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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BFS028504-6707545

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Sneha
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
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Average Performer	385,500.00
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<b>Benefits</b>	<b>Amount (Per Annum)</b>
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Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Sneha

Genpact India Private Limited  
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Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

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- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Sneha,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

Sneha

Genpact India Private Limited

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



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ANA007641-5750921

**Date: May 23, 2023**  
**Rithik M Kolvekar**  
**Bangalore**

**Dear Rithik**

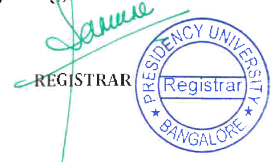
**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Process Developer** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,**  
**Tolstoy Marg, New Delhi-110001**







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 22, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

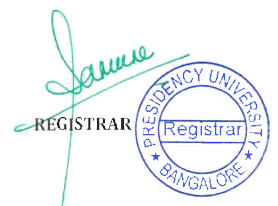
Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
Rithik M Kolvekar

Genpact India Private Limited  
CIN: U73100DL2005PTC307363

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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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ANA007641-5750921

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Rithik M Kolvekar
<b>BAND</b>	5B
<b>DESIGNATION</b>	Process Developer
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Rithik M Kolvekar

Genpact India Private Limited  
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Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

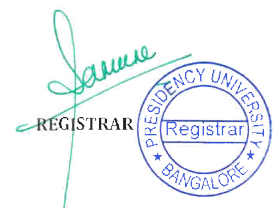
\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Rithik M Kolvekar,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 23, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**Rithik M Kolvekar**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

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ANA007925-6663489

Date: May 19, 2023  
Chetan Kumar H M  
Bangalore

Dear Chetan

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company GuestHouse can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

Genpact India Private Limited  
CIN: U73100DL2005PTC307363







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement
10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave /training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.
12. You will automatically retire on attaining the age of 60 years.
13. Whilst employed by the Company:
  - You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
  - b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
  - Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
  - You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
  - You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
  - You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.
14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.
15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard or soft copy which is in your possession or custody.
16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001



17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.
18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.
19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 5, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

**For Genpact India Pvt. Ltd.**

**Ritu Bhatia**  
**Senior Vice President - HR**  
**Accepted and Agreed**

**Chetan Kumar H M**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

### **Annexure I**

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.





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1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employer

OR
  - e. Date of joining & leaving from previous employer
  - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourself

Or


    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
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Tolstoy Marg, New Delhi-110001

ANA007925-

**6663489 ANNEXURE - II COMPENSATION DETAILS**

<b>NAME</b>	<b>Chetan Kumar H M</b>
<b>BAND</b>	<b>5B</b>

*Sanne*  
REGISTRAR  


<b>DESIGNATION</b>	<b>Senior Associate</b>
<b>LOCATION</b>	<b>India&gt;Bangalore&gt;Bangalore Surya Park IN - Office</b>
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	██████████
EMPLOYER CONTRIBUTION TO PF	██████████
HOUSING RENT ALLOWANCE	██████████
<b>FIXED PAY</b>	██████████
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	████
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	████████████████████
Best Performer	██████████
Average Performer	██████████
Low Performer	████
<b>Total Earning Potential</b>	████████████████████
Best Performer	██████████
Average Performer	██████████
Low Performer	██████████
<b>Benefits</b>	████████████████████
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	██████████
Personal Accident/Disability Insurance (For Employee)	██████████
Medical Insurance (For Employee)	██████████
Interest Free Soft Loan (Post 6 Months)	██████████
Out Patient Medical Facilities at Office	████

For Genpact India Pvt. Ltd.



**Ritu Bhatia**  
Senior Vice President - HR

Accepted and Agreed

Chetan Kumar H M

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001



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Company Contribution ESIC	██████████
Gratuity	██████████
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	██████████
Rewards & Recognition	██████████
Education@Work : Professional Advancement Programs	██████████
Concierge Services	██████████

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB).An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB,VIC(if any)and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act,1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year.You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act,1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

Dear Chetan Kumar H M,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 19, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme. if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#) Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

Accepted and Agreed

Chetan Kumar H M

Genpact India Private Limited

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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BFS031407-6707958

Date: May 30, 2023  
Prajval J  
Bangalore

Dear Prajval

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

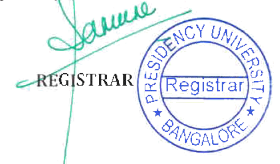
**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**  
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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
Prajval J

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
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BFS028504-6707545

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Prajval J
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Prajval J

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
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Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Prajval J,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

\_\_\_\_\_  
**Prajval J**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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HMS033021-6678643

Date: May 23, 2023  
Sharmitha S  
Bangalore

Dear Sharmitha

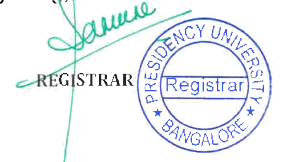
**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi - 110001

REGISTRAR





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.
18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.
19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 22, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office**.

Warm regards,

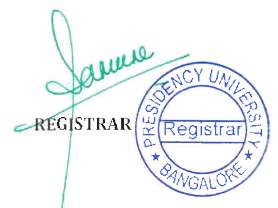
For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President - HR

**Accepted and Agreed**

\_\_\_\_\_  
**Sharmitha S**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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HMS033021-6678643

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Sharmitha S
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Sharmitha S

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

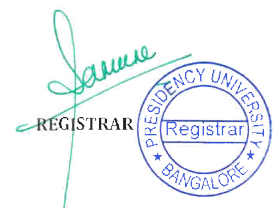
\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Sharmitha S,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 23, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

Sharmitha S

Genpact India Private Limited  
CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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BFS031407-6707959

Date: May 30, 2023  
Prasheeth K S  
Bangalore

Dear Prasheeth

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Prasheeth K S

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employer

OR

    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourself

Or

    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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BFS028504-6707545

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Prasheeth K S
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Prasheeth K S

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Prasheeth K S,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (**\*\*IP number**) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

Accepted and Agreed

Prasheeth K S

Genpact India Private Limited

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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BFS031407-6707957

Date: May 30, 2023  
Pavankumar P  
Bangalore

Dear Pavan

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

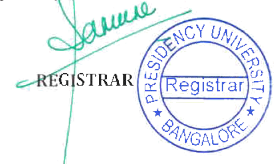
**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
Pavankumar P

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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BFS028504-6707545

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Pavankumar P
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Pavankumar P

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

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Tolstoy Marg, New Delhi-110001





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Dear Pavankumar P,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (**\*\*IP number**) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

*\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.*

*\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme. if your CTC is more than 2.6 lakhs. you may ignore the same.*

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

\_\_\_\_\_  
**Pavankumar P**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



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BFS031407-6707964

Date: May 30, 2023  
Yeesha Mohan  
Bangalore

Dear Mohan

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

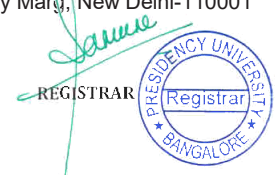
**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Yeesha Mohan

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Yeesha Mohan
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Yeesha Mohan

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Yeesha Mohan,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (**\*\*IP number**) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

*\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.*

*\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme. if your CTC is more than 2.6 lakhs. you may ignore the same.*

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

Yeesha Mohan

Genpact India Private Limited

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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BFS031407-6707954

Date: May 30, 2023  
Kavya P Betageri  
Bangalore

Dear Kavya

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

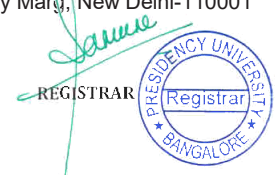
**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**  
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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
Kavya P Betageri

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





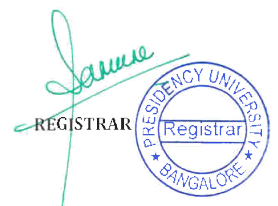
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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Kavya P Betageri
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Kavya P Betageri

Genpact India Private Limited  
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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

CIN: U73100DL2005PTC307363

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Dear Kavya P Betageri,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

\_\_\_\_\_  
**Kavya P Betageri**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
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ANA007587-6864128

**Date: June 30, 2023**  
**Kruthika Sulakhe**  
**Bangalore**

**Dear Kruthika**

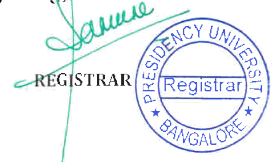
**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>BANGALORE - Pritech Park Wing-A Block-9 IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,**  
**Tolstoy Marg, New Delhi-110001**







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **August 7, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>BANGALORE - Pritech Park Wing-A Block-9 IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Kruthika Sulakhe

Genpact India Private Limited

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Kruthika Sulakhe
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>BANGALORE - Pritech Park Wing-A Block-9 IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance	3 times of your Annual Fixed Pay or INR 14,00,000/- (whichever is higher)
Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	3 times of your Annual Fixed Pay or INR 14,00,000/- (whichever is higher)
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

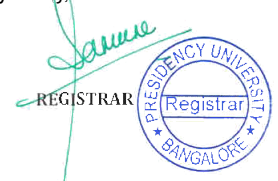
For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Kruthika Sulakhe

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

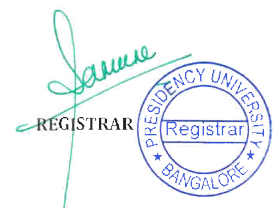
\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

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Dear Kruthika Sulakhe,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated June 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**Kruthika Sulakhe**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

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REGISTRAR  




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BFS031407-6707953

Date: May 30, 2023  
Bheemaiah V K  
Bangalore

Dear Bheemaiah

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_

**Bheemaiah V K**

Genpact India Private Limited  
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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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BFS028504-6707545

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Bheemaiah V K
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Bheemaiah V K

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Gratuity	12,260.00
<b>Other Attractions</b>	
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Dear Bheemaiah V K,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

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We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**Bheemaiah V K**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

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REGISTRAR  




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HMS033021-6679145

Date: May 23, 2023  
SRIKANTH JS  
Bangalore

Dear SRIKANTH

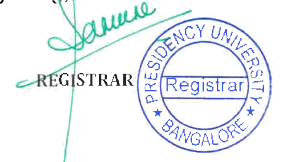
**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
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8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

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- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
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14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

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REGISTRAR





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18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.
19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 22, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President - HR

**Accepted and Agreed**

\_\_\_\_\_  
**SRIKANTH JS**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
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HMS033021-6679145

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	<b>SRIKANTH JS</b>
<b>BAND</b>	<b>5B</b>
<b>DESIGNATION</b>	<b>Senior Associate</b>
<b>LOCATION</b>	<b>India&gt;Bangalore&gt;Bengaluru - Pritech Park - Tower 12 IN - Office</b>
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

SRIKANTH JS

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

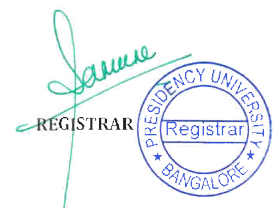
\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear SRIKANTH JS,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 23, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**SRIKANTH JS**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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HMS033021-6678657

Date: May 23, 2023  
Mohammed zaid Khan  
Bangalore

Dear Mohammed zaid

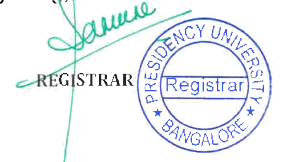
**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. if at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, incase of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and carrer information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.
18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.
19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 22, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President - HR

**Accepted and Agreed**

**Mohammed zaid Khan**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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CIN: U73100DL2005PTC307363  
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HMS033021-6678657

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Mohammed zaid Khan
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bengaluru - Pritech Park - Tower 12 IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
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Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Mohammed zaid Khan

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

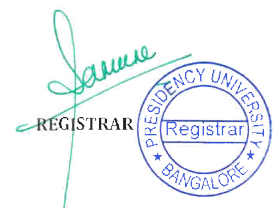
\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Mohammed zaid Khan,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 23, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**Mohammed zaid Khan**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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BFS031407-6707955

Date: May 30, 2023  
M Vikram Vinod  
Bangalore

Dear Vinod

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
M Vikram Vinod

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employer

OR

    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourself

Or

    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	<b>M Vikram Vinod</b>
<b>BAND</b>	<b>5B</b>
<b>DESIGNATION</b>	<b>Senior Associate</b>
<b>LOCATION</b>	<b>India&gt;Bangalore&gt;Bangalore Surya Park IN - Office</b>
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

M Vikram Vinod

Genpact India Private Limited  
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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

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Tolstoy Marg, New Delhi-110001





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Dear M Vikram Vinod,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**M Vikram Vinod**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
G. K. Marg, Lower Parel, Mumbai - 400 013,  
Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

MANOJ KUMAR K S  
Presidency University

**Subject: Provisional Offer Letter**

Dear MANOJ KUMAR K S,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer



I, MANOJ KUMAR K S have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dated: 25-Nov-2022

MOHAMMED ZAID  
Presidency University

**Subject: Provisional Offer Letter**

Dear MOHAMMED ZAID,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, MOHAMMED ZAID have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
G. K. Marg, Lower Parel, Mumbai - 400 013,  
Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

SHAIK SHABAZ PASHA  
Presidency University

**Subject: Provisional Offer Letter**

Dear SHAIK SHABAZ PASHA,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

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Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*

I, SHAIK SHABAZ PASHA have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dated: 25-Nov-2022

RAVEEN P  
Presidency University

**Subject: Provisional Offer Letter**

Dear RAVEEN P,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, RAVEEN P have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**Tata AIG General Insurance Company Limited**

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www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

BASAVARAJ  
Presidency University

**Subject: Provisional Offer Letter**

Dear BASAVARAJ,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*

I, BASAVARAJ have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
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Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

DEEKSHITH B  
Presidency University

**Subject: Provisional Offer Letter**

Dear DEEKSHITH B,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*

I, DEEKSHITH B have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dated: 25-Nov-2022

HEERASINGH G  
Presidency University

**Subject: Provisional Offer Letter**

Dear HEERASINGH G,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

I, HEERASINGH G have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
G. K. Marg, Lower Parel, Mumbai - 400 013,  
Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

SATYANARAYAN K  
Presidency University

**Subject: Provisional Offer Letter**

Dear SATYANARAYAN K,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*



I, SATYANARAYAN K have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tata AIG General Insurance Company Limited**

Regd Office: 15<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
G. K. Marg, Lower Parel, Mumbai - 400 013,  
Tel. No.: +91 22 66930000  
www.tataaig.com  
IRDA Registration No.: 108  
CIN : U85110MH2000PLC128425

Dated: 25-Nov-2022

Kavana S  
Presidency University

**Subject: Provisional Offer Letter**

Dear Kavana S,

We thank you for your interest in exploring career opportunities with Tata AIG General Insurance Company Limited (hereinafter referred as "Tata AIG").

With reference to the selection process, you had with us, we are pleased to offer you a Provisional appointment as Channel Sales Manager at Tata AIG. As a part of Tata AIG's Campus Recruitment – ARISE program, your fixed compensation would be Rs.3,75,000 per annum. You will also be eligible for variable pay under the variable pay program of the Company applicable from time to time. All payments would be subject to prevailing tax laws and statutory deductions.

Your employment with the Company will be established after finalising all joining formalities as per company policy and this offer is contingent upon the successful completion of your degree. Post that you will be issued appointment letter providing details of your place of posting and department along with detailed terms and conditions of your employment with the Company.

We at Tata AIG are privileged to have you with us and look forward to launching your successful career with us.

Please signify acceptance of this offer by signing and returning this letter to us at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com). You may get in touch with Harshita Kothari at [CampusConnect@tataaig.com](mailto:CampusConnect@tataaig.com) for any query that you might have related to your employment with the Company.

Sincerely,

**For Tata AIG General Insurance Company Limited**

Jitesh Bawa  
Chief Human Resource Officer

**tataaig.com**



*think ahead*

I, Kavana S have carefully gone through all the terms and conditions mentioned in this letter. I state and declare that I have fully understood the said terms and conditions and unequivocally hereby accept, agree and confirm the terms and conditions mentioned in the said offer letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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BFS031407-6707960

Date: May 30, 2023  
Sarath I  
Bangalore

Dear Sarat

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Sarath I

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employer

OR

    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourself

Or

    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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BFS028504-6707545

**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Sarath I
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Sarath I

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Sarath I,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (\*\*if you are eligible for ESIC enrolment as per government norms)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

Sarath I

Genpact India Private Limited

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



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BFS027385-6609815

**Date: May 4, 2023**  
**Shiva L**  
**Bangalore**

**Dear Shiva**

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,**  
**Tolstoy Marg, New Delhi-110001**





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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi - 110001

REGISTRAR





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 5, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President

**Accepted and Agreed**

\_\_\_\_\_  
**Shiva L**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Shiva L
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President-HR

Accepted and Agreed

Shiva L

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Shiva L,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 4, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

*\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.*

*\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.*

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

Shiva L

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




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BFS027385-6695269

Date: May 26, 2023  
Akshay .  
Bangalore

Dear Akshay

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
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Tolstoy Marg, New Delhi-110001





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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi - 110001

REGISTRAR





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President - HR

**Accepted and Agreed**

\_\_\_\_\_  
**Akshay .**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
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Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Akshay .
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

Akshay .

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Akshay .,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 26, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

\_\_\_\_\_  
**Akshay .**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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BFS027385-6695268

Date: May 30, 2023  
JOTHI SHREE.C -  
Bangalore

Dear JOTHI SHREE.C

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. if at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, incase of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and carrer information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President - HR

**Accepted and Agreed**

\_\_\_\_\_  
**JOTHI SHREE.C -**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	<b>JOTHI SHREE.C -</b>
<b>BAND</b>	<b>5B</b>
<b>DESIGNATION</b>	<b>Senior Associate</b>
<b>LOCATION</b>	<b>India&gt;Bangalore&gt;Bangalore Surya Park IN - Office</b>
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

JOTHI SHREE.C -

Genpact India Private Limited  
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Tolstoy Marg, New Delhi-110001



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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

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Dear JOTHI SHREE.C -,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**JOTHI SHREE.C -**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  


Date: 25/05/2023  
Mohammed Uvaiz

2nd MAIN ROAD, OPP TELGU SCHOOL, KAMAKSHAMMA LAYOUT, YELAHANKA, Bengaluru, Karnataka, India - 560064

Dear Mohammed

**Sub: Appointment Letter**

We are pleased to offer you an appointment with **Genpact** ("Company") as an **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your Cost to the Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India, Bangalore Surya Park IN - Office** However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The Guest house can be availed for a maximum period of 15 calendar days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs.250 for a period of 24 months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office - except while travelling on business as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations & Company policies.
5. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
6. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject
7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for **60** days. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

Mohammed Uvaiz

Mohammed Uvaiz (May 25, 2023 11:48 GMT+5:30)

25/05/2023

**Genpact India Private Limited**  
DLF City, Phase V  
Sector 53  
Gurgaon, Haryana 122002, India.  
T +91 124 283 2000; F +91 124 4022674

**CIN:** U73100DL2005PTC307363  
**Regd. Off:**12A (Ground Floor), Prakash  
Deep Building, 7, Tolstoy Marg, New  
Delhi-110001  
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8. Notice to terminate the services will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

9. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, upskilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

10. The company reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. You will automatically retire on attaining the age of 60 years.

12. Whilst employed by the Company:

- a. You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- c. Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause 8.
- d. You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- e. You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the company and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- f. You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

13. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice period.

*Mohammed Uraiz*  
Mohammed Uraiz (May 25, 2023 11:48 GMT+5:30)

25/05/2023

**Genpact India Private Limited**  
DLF City, Phase V  
Sector 53  
Gurgaon, Haryana 122002, India.  
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14. Upon separation from the Company on account of either resignation or termination or for any other reason, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard or soft copy which is in your possession or custody.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

17. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies without any prior notice.

18. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

19. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Hyderabad** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of Courts at **Hyderabad**.

Your assignment is effective from **25/05/2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 09:15 am at **India, Bangalore Surya Park IN - Office**.

Warm Regards,

For Genpact



Ritu Bhatia  
Vice President – Human Resources

Accepted and Agreed

  
Mohammed Uvaiz (May 25, 2023 11:48 GMT+5.5)  
25/05/2023

Mohammed Uvaiz

  
Mohammed Uvaiz (May 25, 2023 11:48 GMT+5.5)  
25/05/2023

Genpact India Private Limited  
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**Annexure II**  
**COMPENSATION DETAILS**

<b>Name</b>	Mohammed Uvaiz	
<b>Band</b>	5B	
<b>Designation</b>	Senior Associate	
<b>Location</b>	Bangalore Surya Park IN - Office	
<b>Components</b>	<b>Amount (per month)</b>	<b>Amount (per annum)</b>
Basic	INR 21,250/-	INR 2,55,000/-
Company Contribution to Provident Fund (PF)	INR 2,550/-	INR 30,600/-
Housing Rent Allowance	INR 5,366.67/-	INR 64,400/-
<b>FIXED PAY</b>	<b>INR 29,166.67/-</b>	<b>INR 3,50,000/-</b>
<b>ANNUAL PERFORMANCE BONUS*</b>	<b>INR 7,200/-</b>	
<b>Performance Linked Incentive**</b>	<b>Amount (per Annum)</b>	
Best Performer	INR 60,000/-	
Average Performer	INR 35,500/-	
Low Performer	INR 0/-	
<b>Total Earning Potential</b>	<b>Amount (per Annum)</b>	
Best Performer	INR 4,10,000/-	
Average Performer	INR 3,85,500/-	
Low Performer	INR 3,50,000/-	
<b>Benefits</b>	<b>Amount (per Annum)</b>	
Life Insurance	INR 14,00,000/-	
Employee Deposit Linked Insurance Scheme (EDLIS)	As per Act	
Personal Accident/Disability Insurance (For Employee)	INR 14,00,000/-	
Medical Insurance covering hospitalization (For Employee)	INR 1,00,000/-	
Interest Free Soft Loan (Post 6 Months)	INR 10,000/-	
Out Patient Medical Facilities at Office	Free	
Company Contribution ESIC	As per Act	
Gratuity	INR 12,260/-	
<b>Other Attractions</b>		
Parichay (Employee Referral Scheme)	As per scheme	
Rewards & Recognition	As per Performance	
Education@work : Professional advancement programmes	As per scheme	
Concierge Services	Subsidized Rates	

Mohammed Uvaiz  
Mohammed Uvaiz (May 25, 2023 11:48 GMT+5:30)

25/05/2023

**Genpact India Private Limited**  
DLF City, Phase V  
Sector 53  
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**CIN:** U73100DL2005PTC307363  
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Deep Building, 7, Tolstoy Marg, New  
Delhi-110001  
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**Notes:**

\* Employees not on Performance Linked Incentive Plan will be eligible for a different Annual Performance Bonus Plan than mentioned above. In such cases, Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above. Annual Performance Bonus payout however is ultimately determined based on company / individual Performance and prevailing company guidelines.

\*\* Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with Business/Process.

The above-mentioned components/benefits are as per the prevalent company policy and/or applicable law and are subject to change.

- The aggregate of all bonus payouts paid to you during an accounting year including Annual Performance Bonus (APB), VIC (if any), and other bonus payouts (if any) shall be in lieu of profit-based bonus (if any), payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable)
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.

Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.

Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.

The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.

Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

Warm Regards,

For Genpact



Ritu Bhatia  
Vice President – Human Resources

Accepted and Agreed

  
Mohammed Uvaiz (May 25, 2023 11:48 GMT+5.5)  
25/05/2023

Mohammed Uvaiz

  
Mohammed Uvaiz (May 25, 2023 11:48 GMT+5.5)  
25/05/2023

25/05/2023

BFS027385 - 6611172

Mohammed Uvaiz  
2nd MAIN ROAD, Bengaluru, Karnataka

Mohammed,

This is with reference to our letter of appointment dated **25 May 2023**. We are pleased to offer a one-time taxable payment of Rs. **50,000/-** as joining bonus amount on the following terms and conditions:

- 1) The above sign-on-bonus will be paid at the end of three (3) months from your date of joining; subject to satisfactory performance of the duties.
- 2) That you will serve GENPACT ("Company") for a period of **12** month(s) from the date of joining.
- 3) The sign-on-bonus shall become payable forthwith to the Company on the happening of any of the following events within the Lock-in Period:
  - a. Your relieving from the service of Company.
  - b. Termination of your services due to any breach of service terms, Company discipline or integrity policy.
  - c. Any other conduct due to which you are asked to leave the services of Company.
- 4) All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this document or the breach thereof shall be referred to sole Arbitrator appointed by the CEO of the Company and the award made in pursuance thereof shall be binding on the parties hereto. The Arbitration shall be governed as per the terms of the Arbitration and Conciliation Act 1996 or any modification or reenactment thereto
- 5) Any tax liability arising out of this payment shall be entirely borne by you.

Please sign a copy of this agreement as a token of your acceptance of the above terms.

Wishing you the very best.

With warm regards,

For Genpact



Ritu Bhatia  
Vice President – Human Resources

Accepted and Agreed

Mohammed Uvaiz  
Mohammed Uvaiz (May 25, 2023 11:48 GMT+5.5)  
25/05/2023

Mohammed Uvaiz

Mohammed Uvaiz  
Mohammed Uvaiz (May 25, 2023 11:48 GMT+5.5)  
25/05/2023

Genpact India Private Limited  
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Sector 53  
Gurgaon, Haryana 122002, India.  
T +91 124 283 2000; F +91 124 4022674

CIN: U73100DL2005PTC307363  
Regd. Off:12A (Ground Floor), Prakash  
Deep Building, 7, Tolstoy Marg, New  
Delhi-110001  
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# Genpact Appointment Letter

Final Audit Report

2023-05-25

Created:	2023-05-25
By:	Genpact Pan India Onboarding (genpactpanindia.onboarding@genpact.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmC7GOWND6bcPCgp7RwZGKLDgmbYQ44Qx

## "Genpact Appointment Letter" History

-  Document created by Genpact Pan India Onboarding (genpactpanindia.onboarding@genpact.com)  
2023-05-25 - 5:50:13 AM GMT- IP address: 3.231.47.243
-  Document emailed to uvaizsna786@gmail.com for signature  
2023-05-25 - 5:50:19 AM GMT
-  Email viewed by uvaizsna786@gmail.com  
2023-05-25 - 5:58:00 AM GMT- IP address: 66.249.84.42
-  Signer uvaizsna786@gmail.com entered name at signing as Mohammed Uvaiz  
2023-05-25 - 6:18:27 AM GMT- IP address: 27.63.244.142
-  Document e-signed by Mohammed Uvaiz (uvaizsna786@gmail.com)  
Signature Date: 2023-05-25 - 6:18:29 AM GMT - Time Source: server- IP address: 27.63.244.142
-  Agreement completed.  
2023-05-25 - 6:18:29 AM GMT



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BFS027385-6614358

**Date: May 8, 2023**  
**Prathibha M**  
**Bangalore**

**Dear Prathibha**

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,**  
**Tolstoy Marg, New Delhi-110001**







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 5, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President

**Accepted and Agreed**

\_\_\_\_\_  
**Prathibha M**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

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Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Prathibha M
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President-HR

Accepted and Agreed

Prathibha M

Genpact India Private Limited  
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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Prathibha M,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 8, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**Prathibha M**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

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Tolstoy Marg, New Delhi-110001

  
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Let's build  
a World Class Bank,  
right here in India.



Date: March 18, 2023

**Job Offer Title: Deputy Manager-Acquisition (Household)**

**GUTTA PAVANI**

Dear **GUTTA**,

We are pleased to make an offer to you as "**Deputy Manager-Acquisition (Household)**" within **Retail Banking - Branch Banking** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **27/Mar/2023** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 3,00,000/- (Rs. Three Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Bangalore Urban**.

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

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

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

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

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

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051. Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022

CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

  
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Annexure "A"

COMPENSATION DETAILS

<b>Employee Name</b>	GUTTA PAVANI
<b>Designation</b>	Deputy Manager-Acquisition (Household)
<b>Grade</b>	Senior Officer
<b>Business Unit</b>	Retail Banking - Branch Banking
<b>Location</b>	Bangalore Urban

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

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

Other Schemes	
Service Award (One-Time)	<b>1,20,000</b>

*Service Award (One-Time) will be paid subject to the "Terms and conditions" of the Service Award Scheme's as stated below \**

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

Notes:

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

minimum amount of **Rs.15,000** /- (**Rs. Fifteen Thousand only**) back to the company towards joining and training expenses incurred by IDFC FIRST Bank.

#### **ANNUAL SERVICE AWARD SCHEME (One-Time):**

In addition to '**Total Fixed Pay**', you are part of the '**Annual Service Award Scheme**' which is specific to your 'Role'. As per the Scheme, you will be eligible for a one-time '**Annual Service Award**', of **INR. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** (Pre Tax) on completion of 12 (Twelve Months) of continuous service in the Bank. The Annual Service Award will be payable along with the 13th month salary. The amount is payable only if you remain an active employee of the Bank on the Pay-out date irrespective of your annual service completion date and it is subject to the compliance to the terms and conditions which are stated below \*.

#### **\* Terms & Conditions applicable for "Annual Service Award Scheme":**

#### **TRANSFER-OUT:**

In case the employee covered under the scheme is transferred to any other department, during the period of cover year, to a role which is not included in the Service Award Scheme, the employee will be eligible for full-service award, subject to his/her not being in resigned status on the date of pay-out.

#### **TRANSFER-IN:**

In case, an employee is transferred into the eligible role, the said employee will be treated as new joiner. He/she will be eligible to receive the award on completion of 12 Months from the date of transfer into the eligible role.

#### **MATERNITY LEAVE:**

Employee on Maternity leave will be paid on due date. However, if the maternity leave is extended, the pay-out will be made upon resuming the duty in the subsequent month's salary.

#### **LONG SICK LEAVE/APPROVED LONG LWOP/SABBATICAL:**

Long leave is defined as 30 days or more of leave taken beyond Earned leave. If any employee has taken long leave during the period or is on long leave at the time of pay out, the amount will not be paid. Such cases may be considered on a case-to-case basis subject to various criteria and approval by all concerned authorities.

#### **DISCIPLINARY/POSH/FRAUD ETC:**

No pay-out to be made if the occurrence of a major misconduct has taken place at any time during the period covered.

**RESIGNATION:**

Employees will not be eligible for the award if, on the payment due date the employee has resigned on the system or otherwise.

**ABSCONDING CASES:**

Absconding employees will not be eligible for the award.

**SEPARATION OTHER THAN RESIGNATION OR TERMINATION:**

In all cases of separation, employees will not be eligible for the award if they have not completed the tenure of 1 year at the time of pay-out.

**OTHER CONDITIONS:**

An employee cannot be covered under more than one scheme at any given point in the time. Only after completion of the tenure in the current scheme, the employee will become eligible for a new scheme, if applicable in the new role.



## Annexure "B"

### Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### 1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.

- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

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

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

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

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or

expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. 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, to waive off the notice period and in such cases the Bank will not be able to make



any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 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.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 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 Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

## 18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereon in case



your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

- 18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.
- 18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.
- 18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- 18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.
- 18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## 19. Non Conflict of Interest and No External Employment

- 19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

## 20. Receipt of Payments and Benefits from Third Parties

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

so obtained.

## 21. Code of Conduct and Expected Employee Conduct

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

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR 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 IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. 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.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These

form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice

the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 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.

**30. Governing Law**

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

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

18-Mar-23

-----  
**Date**

GUTTA PAVANI

-----  
**Employee Name**

152.58.234.251

-----  
**Employee IP Address**

gtpavani123@gmail.com

-----  
**Employee Email**



Let's build  
a World Class Bank,  
right here in India.



Date: March 18, 2023

**Job Offer Title: Deputy Manager-Acquisition (Household)**

**RAHUL GOWDA C G**

Dear **RAHUL**,

We are pleased to make an offer to you as "**Deputy Manager-Acquisition (Household)**" within **Retail Banking - Branch Banking** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **27/Mar/2023** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 3,00,000/- (Rs. Three Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Bangalore Urban**.

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

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

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

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

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

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051. Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022

CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

  
REGISTRAR  


**Annexure "A"**
**COMPENSATION DETAILS**

<b>Employee Name</b>	<b>RAHUL GOWDA C G</b>
<b>Designation</b>	<b>Deputy Manager-Acquisition (Household)</b>
<b>Grade</b>	<b>Senior Officer</b>
<b>Business Unit</b>	<b>Retail Banking - Branch Banking</b>
<b>Location</b>	<b>Bangalore Urban</b>

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

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

<b>Other Schemes</b>	
Service Award (One-Time)	<b>1,20,000</b>

*Service Award (One-Time) will be paid subject to the "Terms and conditions" of the Service Award Scheme's as stated below \**

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

**Notes:**

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



minimum amount of **Rs.15,000 /- (Rs. Fifteen Thousand only)** back to the company towards joining and training expenses incurred by IDFC FIRST Bank.

#### **ANNUAL SERVICE AWARD SCHEME (One-Time):**

In addition to '**Total Fixed Pay**', you are part of the '**Annual Service Award Scheme**' which is specific to your 'Role'. As per the Scheme, you will be eligible for a one-time '**Annual Service Award**', of **INR. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** (Pre Tax) on completion of 12 (Twelve Months) of continuous service in the Bank. The Annual Service Award will be payable along with the 13th month salary. The amount is payable only if you remain an active employee of the Bank on the Pay-out date irrespective of your annual service completion date and it is subject to the compliance to the terms and conditions which are stated below \*.

#### **\* Terms & Conditions applicable for "Annual Service Award Scheme":**

##### **TRANSFER-OUT:**

In case the employee covered under the scheme is transferred to any other department, during the period of cover year, to a role which is not included in the Service Award Scheme, the employee will be eligible for full-service award, subject to his/her not being in resigned status on the date of pay-out.

##### **TRANSFER-IN:**

In case, an employee is transferred into the eligible role, the said employee will be treated as new joiner. He/she will be eligible to receive the award on completion of 12 Months from the date of transfer into the eligible role.

##### **MATERNITY LEAVE:**

Employee on Maternity leave will be paid on due date. However, if the maternity leave is extended, the pay-out will be made upon resuming the duty in the subsequent month's salary.

##### **LONG SICK LEAVE/APPROVED LONG LWOP/SABBATICAL:**

Long leave is defined as 30 days or more of leave taken beyond Earned leave. If any employee has taken long leave during the period or is on long leave at the time of pay out, the amount will not be paid. Such cases may be considered on a case-to-case basis subject to various criteria and approval by all concerned authorities.

##### **DISCIPLINARY/POSH/FRAUD ETC:**

No pay-out to be made if the occurrence of a major misconduct has taken place at any time during the period covered.



**RESIGNATION:**

Employees will not be eligible for the award if, on the payment due date the employee has resigned on the system or otherwise.

**ABSCONDING CASES:**

Absconding employees will not be eligible for the award.

**SEPARATION OTHER THAN RESIGNATION OR TERMINATION:**

In all cases of separation, employees will not be eligible for the award if they have not completed the tenure of 1 year at the time of pay-out.

**OTHER CONDITIONS:**

An employee cannot be covered under more than one scheme at any given point in the time. Only after completion of the tenure in the current scheme, the employee will become eligible for a new scheme, if applicable in the new role.

## Annexure "B"

### Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### 1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.

- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

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

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

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

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - on the Bank's demand;
    - on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or

expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. 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, to waive off the notice period and in such cases the Bank will not be liable to make



any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 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.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 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 Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

## 18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereon, in case

your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.

18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## **19. Non Conflict of Interest and No External Employment**

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

## **20. Receipt of Payments and Benefits from Third Parties**

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

so obtained.

## 21. Code of Conduct and Expected Employee Conduct

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

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR 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 IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. 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.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These

form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice

the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 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.

**30. Governing Law**

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

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

18-Mar-23

-----  
**Date**

RAHUL GOWDA C G

-----  
**Employee Name**

152.60.234.412

-----  
**Employee IP Address**

rahulshrni8055@gmail.com

-----  
**Employee Email**

## LETTER OF APPOINTMENT

20-Mar-23

**SAGAR C**

Ramanagara

SAGAR.20212MBA0298@Presidencyuniversity.in

Company ID: 242095

Dear Sagar,

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as "**Deputy Manager-Acquisition (Household)**" within **Retail Banking - Branch Banking** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **27/Mar/2023** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 3,00,000/- (Rs.Three Lakh only)** per annum. The position is currently based at **Bengaluru-HSR Layout Branch-2 Branch (WIP)**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein including annexures hereto, as may be modified by the Bank.

It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.

If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

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

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- *Code of Conduct*
- *Code of Conduct for Prohibition of Insider Trading for the Bank*

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

**This Appointment Letter shall be effective from your actual date of joining with the Bank.**

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For **IDFC FIRST Bank Limited**

Digitally Signed By  
DS IDFC FIRST BA,  
NK LIMITED 2, Dat  
e: 20-Mar-2023 09:3  
2 AM +05:30, Issuer:  
Verays Sub C.A. 202  
2, DocID: 497f6a4b-  
7c21-4813-9637-078  
286cd09e.

**Sameer Mathur**

Head - Talent Acquisition

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



I, **SAGAR C**, do hereby accept the above and the Annexures provided herein. I also, certify/confirm the following

- Date of Joining the Bank: 27/Mar/2023
- PAN: CKGPC9997Q
- Email ID: SAGAR.20212MBA0298@Presidencyuniversity.in

**Signature:**

Aadhaar eSigned by Sagar C, Email: SAGAR.20212MBA0298@Presidencyuniversity.in, Date: 21-Mar-2023 11:06 AM +05:30, DocID: 497f6a4b-7e21-4813-9637-0782b6c0f89e.

**Date:**



**Annexure 1  
COMPENSATION DETAILS**

<b>Employee Name</b>	<b>SAGAR C</b>
<b>Grade</b>	<b>Senior Officer</b>
<b>Business Unit</b>	<b>Retail Banking - Branch Banking</b>
<b>Location</b>	<b>Bengaluru-HSR Layout Branch-2 Branch (WIP)</b>

<b>Component</b>	<b>Per Month(In INR.)</b>	<b>Per Annum (in INR.)</b>
Basic Salary	5,000	60,000
House Rent Allowance	2,500	30,000
Special Allowance	11,833	1,42,000
<b>Annual Guaranteed Cash (AGC)</b>	<b>19,333</b>	<b>2,32,000</b>
Statutory Bonus	3,867	46,400
Employer PF	1,800	21,600
<b>Total Fixed Pay (TFP)</b>	<b>25,000</b>	<b>3,00,000</b>

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

<b>Other Schemes</b>	
Service Award (One-Time)	1,20,000

*Service Award (One-Time) will be paid subject to the "Terms and conditions" of the Service Award Scheme's as stated below \**

**Notes:**

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

  
 REGISTRAR  


#### **ANNUAL SERVICE AWARD SCHEME (One-Time):**

In addition to 'Total Fixed Pay', you are part of the 'Annual Service Award Scheme' which is specific to your 'Role'. As per the Scheme, you will be eligible for a one-time 'Annual Service Award', of **INR. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** (Pre Tax) on completion of 12 (Twelve Months) of continuous service in the Bank. The Annual Service Award will be payable along with the 13th month salary. The amount is payable only if you remain an active employee of the Bank on the Pay-out date irrespective of your annual service completion date and it is subject to the compliance to the terms and conditions which are stated below \*.

#### **\* Terms & Conditions applicable for "Annual Service Award Scheme":**

##### **TRANSFER-OUT:**

In case the employee covered under the scheme is transferred to any other department, during the period of cover year, to a role which is not included in the Service Award Scheme, the employee will be eligible for full-service award, subject to his/her not being in resigned status on the date of pay-out.

##### **TRANSFER-IN:**

In case, an employee is transferred into the eligible role, the said employee will be treated as new joiner. He/she will be eligible to receive the award on completion of 12 Months from the date of transfer into the eligible role.

##### **MATERNITY LEAVE:**

Employee on Maternity leave will be paid on due date. However, if the maternity leave is extended, the pay-out will be made upon resuming the duty in the subsequent month's salary.

##### **LONG SICK LEAVE/APPROVED LONG LWOP/SABBATICAL:**

Long leave is defined as 30 days or more of leave taken beyond Earned leave. If any employee has taken long leave during the period or is on long leave at the time of pay out, the amount will not be paid. Such cases may be considered on a case-to-case basis subject to various criteria and approval by all concerned authorities.

##### **DISCIPLINARY/POSH/FRAUD ETC:**

No pay-out to be made if the occurrence of a major misconduct has taken place at any time during the period covered.

##### **RESIGNATION:**

Employees will not be eligible for the award if, on the payment due date the employee has resigned on the system or otherwise.

##### **ABSCONDING CASES:**

Abscinding employees will not be eligible for the award.

##### **SEPARATION OTHER THAN RESIGNATION OR TERMINATION:**

In all cases of separation, employees will not be eligible for the award if they have not completed the tenure of 1 year at the time of pay-out.

##### **OTHER CONDITIONS:**

An employee cannot be covered under more than one scheme at any given point in the time. Only after completion of the tenure in the current scheme, the employee will become eligible for a new scheme, if applicable in the new role.

  
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REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

## Annexure 2

### TERMS & CONDITIONS FOR APPOINTMENT

#### REVOKING THE APPOINTMENT

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

#### CHANGE IN TERMS AND CONDITONS

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

#### DURATION/VALIDITY OF THE APPOINTMENT LETTER:

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

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar

### Annexure 3

## TERMS AND CONDITIONS OF EMPLOYMENT

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

### 1. Postings and Transfers


- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.
- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

  
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BANGALORE

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

#### 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

#### 8. Tax

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

#### 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.

*S. Kumar*  
REGISTRAR  
P. J. SREEDEVI UNIVERSITY  
BANGALORE

- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

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

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially

bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar

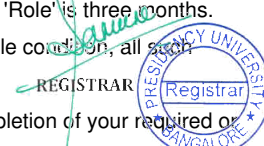


## 16. Assignment

- 16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).
- 16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.
- 16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;
- 16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

- 17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. 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, to waive off the notice period and in such cases the Bank will not be liable to make any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.
- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 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.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retiral and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 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 Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.

- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

## 18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereof. In case your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity
- 18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.
- 18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.
- 18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.
- 18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retivals and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.
- 18.6 You will be covered by the employment rules and regulations including conduct, discipline, and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## 19. Non Conflict of Interest and No External Employment

- 19.1 You will not, during your employment with the Bank, undertake other full time or part time work for remuneration or any activity that may adversely affect your professional image and integrity as an employee of the Bank.

## 20. Receipt of Payments and Benefits from Third Parties

- 20.1 Subject to the Bank regulations issued and amended from time to time, neither you nor any member of your family, nor any Bank or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not by you or on behalf of the Bank. If you or, any member of your family or any Bank or business entity in which you or they have an interest, directly or

indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Bank for the amount received or the value of the benefit so obtained.

## 21. Code of Conduct and Expected Employee Conduct

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

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR 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 IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. 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.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

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

  
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## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

## 27. Force Majeure

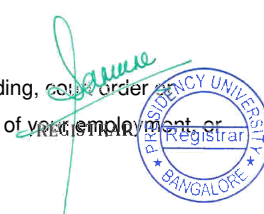
- 27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

## 28. Foreclosure:

- 28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

## 29. Warranty

- 29.1 You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, 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.



**30. Governing Law**

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

**Accepted & Agreed:**  
**Signature:**  
**Date:**

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

Name: **SAGAR C**

Date: 20-Mar-2023

Company ID: 242095

## EMPLOYEE VALUE PROPOSITION

Congratulations! We are delighted to welcome you to the IDFC FIRST Bank family.

At the IDFC FIRST Bank we aim at giving each employee an opportunity to succeed. You are an integral part of our growth story and our success stories are now intertwined.

There's a lot to learn with us, not only the work but also about our culture and values. Our employee value proposition below portrays the value and experience you will gain by working at our bank.

*Be part of a **winning team**.*

*Drive change with **cutting edge technology**.*

*Join a work force that is high on **integrity**.*

*Be where **growth** is not just a number.*

*Make a **social impact**, make a difference to the society.*

*Be **dynamic**, agile, responsive, bold, disruptive.*

We are excited about you joining the bank and wish you great success in your new role.

Kindly indicate your agreement with these terms by signing and dating the agreement.

Please share a signed copy of this letter with us not later than five days from the receipt of this letter.

Warm Regards

**Sameer Mathur**

**Head - Talent Acquisition**

**Human Resource Department.**

**IDFC FIRST BANK LTD.**

  
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**Annexure 4**

**PRE JOINING DOCUMENT CHECKLIST  
(TO BE UPLOADED ON THE IDFC FIRST BANK HR SYSTEM)**

S.No	Document Name	Acceptable Proof
1	Permanent Address Proof	Passport/Driving License/Voters Id Card
2	Current Address Proof (if different from permanent address)	Passbook/Rent Agreement
3	Cancelled Cheque for Alternate Bank Account	If cheque book is not available, copy of the passbook with account number and address can be submitted
4	Employment Documents (Only for experienced candidates)	Relieving Letter/ Experience letter required for all the employments mentioned on the resume.  Kindly note that, relieving letter for the last employment is required to be submitted within 45 days of joining.
5	Education Documents	Mark sheets and certificates for all relevant qualifications, as mentioned on the resume
6	Resignation proof for last employment (Only for experienced candidates)	Scanned copy of resignation proof/Resignation Email/ System Screenshot of resignation submission
7	Photo	High resolution clear passport size photograph with white background is required. This will be printed on your ID card
8	Driving License (Only for candidates applying to rural roles)	Driving License copy can be uploaded
9	Insurance Book (Only for candidates applying to rural roles)	Copy of the insurance book can be uploaded
10	RC Book (Only for candidates applying to rural roles)	RC Book copy can be uploaded. In case, you do not own a vehicle, an authority letter is to  Navigation: Me > Onboarding
11	Accepted Copy of the Appointment Letter with signature of the applicant and acceptance date	

*Sanne*  
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BANGALORE







Let's build  
a World Class Bank,  
right here in India.



Date: March 18, 2023

**Job Offer Title: Deputy Manager-Acquisition (Household)**

**MADAN KUMAR M**

Dear **MADAN,**

We are pleased to make an offer to you as "**Deputy Manager-Acquisition (Household)**" within **Retail Banking - Branch Banking** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **27/Mar/2023** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 3,00,000/- (Rs. Three Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Bangalore Urban**.

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

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

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

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

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

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051. Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022

CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

  
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**Annexure "A"**

**COMPENSATION DETAILS**

<b>Employee Name</b>	MADAN KUMAR M
<b>Designation</b>	Deputy Manager-Acquisition (Household)
<b>Grade</b>	Senior Officer
<b>Business Unit</b>	Retail Banking - Branch Banking
<b>Location</b>	Bangalore Urban

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

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

<b>Other Schemes</b>	
Service Award (One-Time)	<b>1,20,000</b>

*Service Award (One-Time) will be paid subject to the "Terms and conditions" of the Service Award Scheme's as stated below \**

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

**Notes:**

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

minimum amount of **Rs.15,000 /- (Rs. Fifteen Thousand only)** back to the company towards joining and training expenses incurred by IDFC FIRST Bank.

#### **ANNUAL SERVICE AWARD SCHEME (One-Time):**

In addition to '**Total Fixed Pay**', you are part of the '**Annual Service Award Scheme**' which is specific to your 'Role'. As per the Scheme, you will be eligible for a one-time '**Annual Service Award**', of **INR. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** (Pre Tax) on completion of 12 (Twelve Months) of continuous service in the Bank. The Annual Service Award will be payable along with the 13th month salary. The amount is payable only if you remain an active employee of the Bank on the Pay-out date irrespective of your annual service completion date and it is subject to the compliance to the terms and conditions which are stated below \*.

#### **\* Terms & Conditions applicable for "Annual Service Award Scheme":**

##### **TRANSFER-OUT:**

In case the employee covered under the scheme is transferred to any other department, during the period of cover year, to a role which is not included in the Service Award Scheme, the employee will be eligible for full-service award, subject to his/her not being in resigned status on the date of pay-out.

##### **TRANSFER-IN:**

In case, an employee is transferred into the eligible role, the said employee will be treated as new joiner. He/she will be eligible to receive the award on completion of 12 Months from the date of transfer into the eligible role.

##### **MATERNITY LEAVE:**

Employee on Maternity leave will be paid on due date. However, if the maternity leave is extended, the pay-out will be made upon resuming the duty in the subsequent month's salary.

##### **LONG SICK LEAVE/APPROVED LONG LWOP/SABBATICAL:**

Long leave is defined as 30 days or more of leave taken beyond Earned leave. If any employee has taken long leave during the period or is on long leave at the time of pay out, the amount will not be paid. Such cases may be considered on a case-to-case basis subject to various criteria and approval by all concerned authorities.

##### **DISCIPLINARY/POSH/FRAUD ETC:**

No pay-out to be made if the occurrence of a major misconduct has taken place at any time during the period covered.

**RESIGNATION:**

Employees will not be eligible for the award if, on the payment due date the employee has resigned on the system or otherwise.

**ABSCONDING CASES:**

Absconding employees will not be eligible for the award.

**SEPARATION OTHER THAN RESIGNATION OR TERMINATION:**

In all cases of separation, employees will not be eligible for the award if they have not completed the tenure of 1 year at the time of pay-out.

**OTHER CONDITIONS:**

An employee cannot be covered under more than one scheme at any given point in the time. Only after completion of the tenure in the current scheme, the employee will become eligible for a new scheme, if applicable in the new role.

## Annexure "B"

### Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### 1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.

- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

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

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

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



## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or

expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. 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, to waive off the notice period and in such cases the Bank will not be liable to make

any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 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.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 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 Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

## 18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereon, in case

your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.

18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## 19. Non Conflict of Interest and No External Employment

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

## 20. Receipt of Payments and Benefits from Third Parties

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

so obtained.

## 21. Code of Conduct and Expected Employee Conduct

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

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR 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 IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. 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.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These



form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.

25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.

25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.

25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.

25.6 The present designation is subject to change depending upon work assignment from time to time.

25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice



the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 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.

**30. Governing Law**

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

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

18-Mar-23

-----  
**Date**

MADAN KUMAR M

-----  
**Employee Name**

152.60.234.413

-----  
**Employee IP Address**

madhanm5031@gmail.com

-----  
**Employee Email**



Let's build  
a World Class Bank,  
right here in India.



Date: March 18, 2023

**Job Offer Title: Deputy Manager-Acquisition (Household)**

**PARINATA ROY**

Dear **PARINATA**,

We are pleased to make an offer to you as "**Deputy Manager-Acquisition (Household)**" within **Retail Banking - Branch Banking** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **27/Mar/2023** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 3,00,000/- (Rs. Three Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Bangalore Urban**.

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

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

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

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

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

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051. Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022

CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

  
REGISTRAR  
  
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**Annexure "A"**
**COMPENSATION DETAILS**

<b>Employee Name</b>	<b>PARINATA ROY</b>
<b>Designation</b>	<b>Deputy Manager-Acquisition (Household)</b>
<b>Grade</b>	<b>Senior Officer</b>
<b>Business Unit</b>	<b>Retail Banking - Branch Banking</b>
<b>Location</b>	<b>Bangalore Urban</b>

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

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

<b>Other Schemes</b>	
Service Award (One-Time)	<b>1,20,000</b>

*Service Award (One-Time) will be paid subject to the "Terms and conditions" of the Service Award Scheme's as stated below \**

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

**Notes:**

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

minimum amount of **Rs.15,000 /- (Rs. Fifteen Thousand only)** back to the company towards joining and training expenses incurred by IDFC FIRST Bank.

#### **ANNUAL SERVICE AWARD SCHEME (One-Time):**

In addition to '**Total Fixed Pay**', you are part of the '**Annual Service Award Scheme**' which is specific to your 'Role'. As per the Scheme, you will be eligible for a one-time '**Annual Service Award**', of **INR. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** (Pre Tax) on completion of 12 (Twelve Months) of continuous service in the Bank. The Annual Service Award will be payable along with the 13th month salary. The amount is payable only if you remain an active employee of the Bank on the Pay-out date irrespective of your annual service completion date and it is subject to the compliance to the terms and conditions which are stated below \*.

#### **\* Terms & Conditions applicable for "Annual Service Award Scheme":**

##### **TRANSFER-OUT:**

In case the employee covered under the scheme is transferred to any other department, during the period of cover year, to a role which is not included in the Service Award Scheme, the employee will be eligible for full-service award, subject to his/her not being in resigned status on the date of pay-out.

##### **TRANSFER-IN:**

In case, an employee is transferred into the eligible role, the said employee will be treated as new joiner. He/she will be eligible to receive the award on completion of 12 Months from the date of transfer into the eligible role.

##### **MATERNITY LEAVE:**

Employee on Maternity leave will be paid on due date. However, if the maternity leave is extended, the pay-out will be made upon resuming the duty in the subsequent month's salary.

##### **LONG SICK LEAVE/APPROVED LONG LWOP/SABBATICAL:**

Long leave is defined as 30 days or more of leave taken beyond Earned leave. If any employee has taken long leave during the period or is on long leave at the time of pay out, the amount will not be paid. Such cases may be considered on a case-to-case basis subject to various criteria and approval by all concerned authorities.

##### **DISCIPLINARY/POSH/FRAUD ETC:**

No pay-out to be made if the occurrence of a major misconduct has taken place at any time during the period covered.

**RESIGNATION:**

Employees will not be eligible for the award if, on the payment due date the employee has resigned on the system or otherwise.

**ABSCONDING CASES:**

Absconding employees will not be eligible for the award.

**SEPARATION OTHER THAN RESIGNATION OR TERMINATION:**

In all cases of separation, employees will not be eligible for the award if they have not completed the tenure of 1 year at the time of pay-out.

**OTHER CONDITIONS:**

An employee cannot be covered under more than one scheme at any given point in the time. Only after completion of the tenure in the current scheme, the employee will become eligible for a new scheme, if applicable in the new role.

## Annexure "B"

### Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### 1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.

- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.



## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

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

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

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

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or

expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. 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, to waive off the notice period and in such cases the Bank will not be liable to make

any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 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.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 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 Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

## 18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereon, in case

your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.

18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## 19. Non Conflict of Interest and No External Employment

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

## 20. Receipt of Payments and Benefits from Third Parties

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



so obtained.

## 21. Code of Conduct and Expected Employee Conduct

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

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR 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 IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. 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.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These



form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice

the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 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.

**30. Governing Law**

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

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

18-Mar-23

-----  
**Date**

PARINATA ROY

-----  
**Employee Name**

152.60.234.414

-----  
**Employee IP Address**

parinataofficial123@gmail.com

-----  
**Employee Email**



Let's build  
a World Class Bank,  
right here in India.



Date: March 18, 2023

**Job Offer Title: Deputy Manager-Acquisition (Household)**

**GOSAI AMRUTHA**

Dear **AMRUTHA**,

We are pleased to make an offer to you as "**Deputy Manager-Acquisition (Household)**" within **Retail Banking - Branch Banking** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **27/Mar/2023** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 3,00,000/- (Rs. Three Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Bangalore Urban**.

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

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

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

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

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

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051. Tel: +91 22 7132 5500 Fax: +91 22 2654 0354

Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022

CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

  
REGISTRAR  
  
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**Annexure "A"**
**COMPENSATION DETAILS**

<b>Employee Name</b>	<b>GOSAI AMRUTHA</b>
<b>Designation</b>	<b>Deputy Manager-Acquisition (Household)</b>
<b>Grade</b>	<b>Senior Officer</b>
<b>Business Unit</b>	<b>Retail Banking - Branch Banking</b>
<b>Location</b>	<b>Bangalore Urban</b>

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

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

<b>Other Schemes</b>	
Service Award (One-Time)	<b>1,20,000</b>

*Service Award (One-Time) will be paid subject to the "Terms and conditions" of the Service Award Scheme's as stated below \**

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

**Notes:**

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

minimum amount of **Rs.15,000 /- (Rs. Fifteen Thousand only)** back to the company towards joining and training expenses incurred by IDFC FIRST Bank.

#### **ANNUAL SERVICE AWARD SCHEME (One-Time):**

In addition to '**Total Fixed Pay**', you are part of the '**Annual Service Award Scheme**' which is specific to your 'Role'. As per the Scheme, you will be eligible for a one-time '**Annual Service Award**', of **INR. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** (Pre Tax) on completion of 12 (Twelve Months) of continuous service in the Bank. The Annual Service Award will be payable along with the 13th month salary. The amount is payable only if you remain an active employee of the Bank on the Pay-out date irrespective of your annual service completion date and it is subject to the compliance to the terms and conditions which are stated below \*.

#### **\* Terms & Conditions applicable for "Annual Service Award Scheme":**

##### **TRANSFER-OUT:**

In case the employee covered under the scheme is transferred to any other department, during the period of cover year, to a role which is not included in the Service Award Scheme, the employee will be eligible for full-service award, subject to his/her not being in resigned status on the date of pay-out.

##### **TRANSFER-IN:**

In case, an employee is transferred into the eligible role, the said employee will be treated as new joiner. He/she will be eligible to receive the award on completion of 12 Months from the date of transfer into the eligible role.

##### **MATERNITY LEAVE:**

Employee on Maternity leave will be paid on due date. However, if the maternity leave is extended, the pay-out will be made upon resuming the duty in the subsequent month's salary.

##### **LONG SICK LEAVE/APPROVED LONG LWOP/SABBATICAL:**

Long leave is defined as 30 days or more of leave taken beyond Earned leave. If any employee has taken long leave during the period or is on long leave at the time of pay out, the amount will not be paid. Such cases may be considered on a case-to-case basis subject to various criteria and approval by all concerned authorities.

##### **DISCIPLINARY/POSH/FRAUD ETC:**

No pay-out to be made if the occurrence of a major misconduct has taken place at any time during the period covered.

**RESIGNATION:**

Employees will not be eligible for the award if, on the payment due date the employee has resigned on the system or otherwise.

**ABSCONDING CASES:**

Absconding employees will not be eligible for the award.

**SEPARATION OTHER THAN RESIGNATION OR TERMINATION:**

In all cases of separation, employees will not be eligible for the award if they have not completed the tenure of 1 year at the time of pay-out.

**OTHER CONDITIONS:**

An employee cannot be covered under more than one scheme at any given point in the time. Only after completion of the tenure in the current scheme, the employee will become eligible for a new scheme, if applicable in the new role.

## Annexure "B"

### Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### 1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.



- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

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

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

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

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or

expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. 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, to waive off the notice period and in such cases the Bank will not be liable to make

any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- the employee shall remain employed through the Notice Period (or portion thereof), OR
  - payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 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.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 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 Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

## 18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereon, in case



your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retirals and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.

18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## **19. Non Conflict of Interest and No External Employment**

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

## **20. Receipt of Payments and Benefits from Third Parties**

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



so obtained.

## 21. Code of Conduct and Expected Employee Conduct

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

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR 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 IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. 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.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These

form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice

the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 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.

**30. Governing Law**

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

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

18-Mar-23

-----  
**Date**

GOSAI AMRUTHA

-----  
**Employee Name**

152.60.234.415

-----  
**Employee IP Address**

amruthagosai@gmail.com

-----  
**Employee Email**



Let's build  
a World Class Bank,  
right here in India.



Date: March 18, 2023

**Job Offer Title: Deputy Manager-Acquisition (Household)**

**RAHUL K V**

Dear **RAHUL**,

We are pleased to make an offer to you as "**Deputy Manager-Acquisition (Household)**" within **Retail Banking - Branch Banking** function at IDFC FIRST Bank Limited (the "Bank"). You shall join the Bank on or before **27/Mar/2023** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **Rs. 3,00,000/- (Rs. Three Lakh only)** per annum. Details maybe referred in Annexure A. The position is currently based at **Bangalore Urban**.

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

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

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

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

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

Warm Regards,  
**Human Resources**  
**IDFC FIRST Bank**

IDFC FIRST Bank Limited

IDFC FIRST Bank Tower, The Square, C-61, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051. Tel: +91 22 7132 5500 Fax: +91 22 2654 0354  
Registered Office: KRM Towers, 7th Floor, No.1, Harrington Road, Chetpet, Chennai 600031 Tel: +91 44 4654 4000 Fax: +91 44 4564 4022  
CIN: L65110TN2014PLC097792 [bank.info@idfcbank.com](mailto:bank.info@idfcbank.com)

  
REGISTRAR  
  
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**Annexure "A"**
**COMPENSATION DETAILS**

<b>Employee Name</b>	<b>RAHUL K V</b>
<b>Designation</b>	<b>Deputy Manager-Acquisition (Household)</b>
<b>Grade</b>	<b>Senior Officer</b>
<b>Business Unit</b>	<b>Retail Banking - Branch Banking</b>
<b>Location</b>	<b>Bangalore Urban</b>

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

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

<b>Other Schemes</b>	
Service Award (One-Time)	<b>1,20,000</b>

*Service Award (One-Time) will be paid subject to the "Terms and conditions" of the Service Award Scheme's as stated below \**

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

**Notes:**

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

minimum amount of **Rs.15,000 /- (Rs. Fifteen Thousand only)** back to the company towards joining and training expenses incurred by IDFC FIRST Bank.

#### **ANNUAL SERVICE AWARD SCHEME (One-Time):**

In addition to '**Total Fixed Pay**', you are part of the '**Annual Service Award Scheme**' which is specific to your 'Role'. As per the Scheme, you will be eligible for a one-time '**Annual Service Award**', of **INR. 1,20,000/- (Rupees One Lakh Twenty Thousand Only)** (Pre Tax) on completion of 12 (Twelve Months) of continuous service in the Bank. The Annual Service Award will be payable along with the 13th month salary. The amount is payable only if you remain an active employee of the Bank on the Pay-out date irrespective of your annual service completion date and it is subject to the compliance to the terms and conditions which are stated below \*.

#### **\* Terms & Conditions applicable for "Annual Service Award Scheme":**

##### **TRANSFER-OUT:**

In case the employee covered under the scheme is transferred to any other department, during the period of cover year, to a role which is not included in the Service Award Scheme, the employee will be eligible for full-service award, subject to his/her not being in resigned status on the date of pay-out.

##### **TRANSFER-IN:**

In case, an employee is transferred into the eligible role, the said employee will be treated as new joiner. He/she will be eligible to receive the award on completion of 12 Months from the date of transfer into the eligible role.

##### **MATERNITY LEAVE:**

Employee on Maternity leave will be paid on due date. However, if the maternity leave is extended, the pay-out will be made upon resuming the duty in the subsequent month's salary.

##### **LONG SICK LEAVE/APPROVED LONG LWOP/SABBATICAL:**

Long leave is defined as 30 days or more of leave taken beyond Earned leave. If any employee has taken long leave during the period or is on long leave at the time of pay out, the amount will not be paid. Such cases may be considered on a case-to-case basis subject to various criteria and approval by all concerned authorities.

##### **DISCIPLINARY/POSH/FRAUD ETC:**

No pay-out to be made if the occurrence of a major misconduct has taken place at any time during the period covered.

**RESIGNATION:**

Employees will not be eligible for the award if, on the payment due date the employee has resigned on the system or otherwise.

**ABSCONDING CASES:**

Absconding employees will not be eligible for the award.

**SEPARATION OTHER THAN RESIGNATION OR TERMINATION:**

In all cases of separation, employees will not be eligible for the award if they have not completed the tenure of 1 year at the time of pay-out.

**OTHER CONDITIONS:**

An employee cannot be covered under more than one scheme at any given point in the time. Only after completion of the tenure in the current scheme, the employee will become eligible for a new scheme, if applicable in the new role.



## Annexure "B"

### Terms and Conditions of Employment

The following are the terms and conditions of your employment at IDFC FIRST Bank Limited

For the purpose of this document "Bank" or "Company" shall mean IDFC FIRST Bank Limited and all its subsidiaries, associate or group companies.

#### 1. Postings and Transfers

- 1.1 Your joining location will be the same as mentioned in your appointment letter. However, during your employment, you may be posted / transferred to any of the offices / branch/projects / divisions / departments / units / subsidiaries / sister concerns of the Bank, existing or to be set up at any other location, without any additional remuneration, in the interest of the Bank without assigning any reasons.
- 1.2 If your role is a Remote Working role you will additionally have to adhere to the Bank's policy/guidelines for Remote Working, existing and/or as may be framed and amended from time to time.

#### 2. Leave and Absence

- 2.1 You shall be eligible for holidays and leave as per the Bank's leave policy/guidelines, as may be amended from time to time.
- 2.2 You will be entitled to Earned Leave in a financial year running from April to March as per the Bank's Policy. In case of your joining the Bank in the middle of the said financial year, you will be entitled to leave on pro-rata basis. You will be required to avail of mandatory leave as per the Bank Policy in every financial year, this will be part of your Earned Leave entitlement.
- 2.3 While counting the number of days of leave, intervening days of the weekend and Bank Holidays will not be counted.
- 2.4 You should obtain prior approval before proceeding on leave. Failure to do so may invite disciplinary action or such other action as deemed appropriate.

#### 3. Total Fixed Pay

- 3.1 Your Total Fixed Pay ("TFP") is as stated in the annexure of our Offer/Appointment Letter. Based on it, your compensation will be paid to you on a monthly basis by the end of the month to which it relates.
- 3.2 The Bank provides you choice as regards certain reimbursements within your aforesaid Total Fixed Pay, amount in keeping with the Bank's guidelines in this regard. To exercise such choice, you will have to provide to the Bank your choice at the time of joining and in the beginning of the financial year, in the prescribed manner which currently is by uploading the details of your choice of reimbursements on the Bank's Payroll Portal.

- 3.3 All amounts payable to you by the Bank (including the joining bonus, relocation expenses or notice period pay agreed to be reimbursed to you by the Bank in relation to your earlier employment) will be subject to and paid to you after deduction of income tax (or any other) at source (TDS).
- 3.4 Please note that your compensation and benefit details, are to be kept confidential at all times.
- 3.5 Your performance will be subject to periodic review based on which you will be considered for revision of compensation/grade in keeping with the Bank's policies and practices.
- 3.6 The Bank will cover you under the group medical insurance policy from the date of your joining provided you have completed all formalities and documentation pertaining to it.
- 3.7 In addition to the above, you will be covered under the Group Term Life Insurance and Personal Accident Insurance. This is over and above your TFP.
- 3.8 Your Total Fixed Pay increase and future prospects in the Bank shall entirely depend on the individual, business unit and the Bank's performance. Increase in Total Fixed Pay, in no case, and under no circumstances shall be automatic and/or a matter of right.

#### 4. Performance Bonus/Incentive Payments

- 4.1 The Bank may, in its absolute discretion, pay you a bonus/variable incentive of such amount, at such intervals, based on your performance as well as performance of your team and the Bank and subject to such conditions as the Bank, may, in its absolute discretion, determine from time to time, in accordance with the Bank Policy.
- 4.2 An employee will not be entitled to any variable payout/compensation on his resignation/dismissal/job abandonment/cessation.
- 4.3 The exercise of discretion to pay a bonus in one financial year shall not bind the Bank or act as a precedent for the exercise of discretion in any other financial year.
- 4.4 If, on or before the date when a bonus/incentive might otherwise have been payable, your employment has terminated or either party has given notice of cessation of employment, you will not be entitled to receive any such bonus or incentive (whether in cash, shares or any other form).

#### 5. Malus / Clawback

- 5.1 Malus provision, inter-alia, enables prevention of vesting of all or part of deferred component of variable pay including cash and share linked components and Clawback enables the Bank to recover previously paid or vested remuneration in cash or share linked compensation, etc
- 5.2 The Bank reserves its right to incorporate malus/clawback mechanism to address subdued or negative financial performance of the bank and/or the relevant line of business in any year, material failure of risk management, misconduct and other instances of non-compliance of statutory and regulatory stipulations.

#### 6. Statutory Payments / Deductions

- 6.1 All statutory payments / deductions will be as per the applicable law and may change from time to time based on changes in the law of the land.

## 7. Deductions from Total Fixed Pay/Annual Gross Remuneration Package

- 7.1 You agree that, at any time during your employment, or after cessation of employment, the Bank may deduct and recover, from your Total Fixed Pay /Annual Gross Remuneration Package/Full and Final Settlement/ Bank Account any overpayment made, or any amounts owed by you to the Bank. This includes, but is not limited to, any excess leave, outstanding loans, advances, credit card dues, relocation expenses, joining bonus, and the cost of repairing any damage or loss to Bank's property or equipment caused by you.
- 7.2 You agree that, at any time during your employment, or after cessation of employment the Bank may recover any shortfall /loss on account of any negligence or any act of commission by you, while executing your responsibilities.

## 8. Tax

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

## 9. Medical Fitness and Verification of Particulars

- 9.1 Your appointment is subject to you being medically fit and continuing to remain fit thereafter. In case you subsequently develop any illness, which restricts you from performing your official duties or in any way puts your other colleagues at risk, you are required to inform HR about the same; failure to inform the Bank/HR about such illness at the time of appointment and subsequently after developing, the same may be considered as a misconduct and Bank reserves its right to terminate /conclude your employment.
- 9.2 Your employment is also subject to clearing the Personal and Professional Background Verification as per norms of the Bank, including your antecedents and documents submitted.
- 9.3 In case particulars mentioned in your application / Curriculum Vitae / Resume/ pre - employment declaration or any such document/data/information shared by you are found false or unsatisfactory, your services would be liable for termination as per the discretion of the Bank at any time without any notice or any compensation in lieu thereof.
- 9.4 Your date of birth mentioned in the Aadhaar Card or other such acceptable statutory document submitted by you will be deemed to be the conclusive proof of your date of birth.

## 10. Normal Retirement Age

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

## 11. CONFIDENTIALITY:

- 11.1 You will not, either during your employment or at any time post resignation/cessation from services, use or communicate to any person, any information of a confidential nature concerning the business of the Bank, or of any of their customer(s), supplier(s) or other person(s) having dealings with the Bank as the case may be, and which comes to your knowledge during the course of your employment other than in connection with your services to the Bank.
- 11.2 If you are a supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information with regard to and not limited to each and every employees' compensation, rating, performance, sensitivities, promotions and career expectations. You would be expected to maintain complete confidentiality of the said information and not use the same in any capacity whatsoever.
- 11.3 Complete confidentiality should be maintained by you of all the information of any nature, including as to the affairs of any person having any dealing with any constituent of the Bank or any of its subsidiaries or the business of any person having any dealing with any constituent of the Bank or any of its subsidiaries and including any documents, books or records thereof, that you have had access to by virtue of your service in the Bank and you shall not directly or indirectly disclose or cause the disclosure of any such information to any person unless required to do so by any regulatory, administrative or judicial authority to such authority.
- 11.4 In performing your duties, you may from time to time receive or obtain information/data/documents from the Bank or related or associated to the Bank, its subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, business plans, systems, personnel, or other information of a confidential nature (this will be termed as "the Information").
- 11.4.1 In consideration of the Bank making the Information/ data/ documents available, you undertake and agree that you will:
- a. Keep the Information/data/documents confidential at all times and not divulge or communicate to any person, other than those approved in writing by the Bank, any of the Information/data/documents which you may (whether before or after the date of your appointment receive or obtain.
  - b. Not use the Information/data/documents for any purpose other than in connection with your services to the Bank;
  - c. Immediately return or destroy (at the Bank's option) the original and all copies of any records of the Information/data/documents (in whatever form) and all notes and other documents embodying any of the Information on the first to occur of any of the following:
    - i. on the Bank's demand;
    - ii. on termination or expiration of your employment contract with the Bank.

## 12. Other Media, Internet, Blogs, Social Media & External Persons

- 12.1 Employees are not authorized to share any information about the Bank on any social media or other platform. This includes but is not limited to information about any internal activity, awards, achievements, certificates, colleagues, projects or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behavior on the social media that could potentially bring disrepute to the Bank may also invite suitable punitive/disciplinary action including termination of your employment at the discretion of the Bank.

12.2 All concerns and grievances need to be raised and redressed through the channels available or by reaching out to your HR Business Partner. The defined Escalation Matrix needs to be followed. Raising internal organization matters on social media, in the public domain or with external individuals will be considered a breach of conduct and may lead to termination of your employment at the discretion of the Bank.

### 13. Data Protection

13.1 The Bank may be required to process, transfer and store your personal and sensitive data in any of the other locations used by the Bank/any of the locations as specified by the Bank.

13.2 By agreeing to adhere to the policies of the Bank and/or by signing/accepting your appointment letter, you acknowledge and agree that the Bank is permitted to hold/use/process your personal/sensitive information about you as part of our personnel and other business records and that the Bank may use such information in the course of its business including but not limited to your employment purposes, all administrative and human resource related matters, administration of pay rolls, administering your insurances, investigations, identification, facilitating compliance with any law, order and regulations which may be applicable, etc.

13.3 You agree that the Bank may disclose such information to third parties in the event that such disclosure is, in Bank's view, required for the proper conduct of our business or that of any associated companies, management of your employment and for the matters contained herein. This clause applies to information held, used or disclosed in any medium.

### 14. Compliance

14.1 In your role at the Bank, it is expected that you will abide and ensure all aspects of compliances, in letter and spirit, staying true to the law of the land.

14.2 You are aware that there are laws against trading securities using material non-public information and you agree to comply with such laws.

14.3 During the continuance of your employment with the Bank, you are expected to comply with the Bank's policies, practices and procedures.

### 15. Restrictive Covenant

15.1 You are committed not to hire anyone or engage in any sort of discussion related to hiring or solicitation with an employee of the Bank or any of its subsidiaries for at least one year from your last working date in the Bank. This is applicable even during your period of employment whether approached by the employee or officers of the Bank, or by you or by any other intermediary or by any other means whatsoever. This Covenant further specifically requires that employees or officers of the Bank or any of its subsidiaries should not be solicited or encouraged to leave the Bank or any of its subsidiaries to join the organization which you may join in any capacity or any of its subsidiaries, joint ventures, affiliates or associates, for a period of one year from the date of separation from the Bank.

15.2 You agree that during your period of employment with the Bank and for a period of one year from termination or

expiration of your employment with the Bank, you shall not solicit or entice, by any means whatsoever any client of the Bank. Your agreement "not to solicit" means that you will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any deal/ mandate/ account/ person:

15.2.1 to transfer from the Bank to you or to your new employer or to any other person or entity; or

15.2.2 to enter into a new deal/ mandate with you or your new employer or with any other person or entity; or

15.2.3 to otherwise discontinue its patronage and business relationship with the Bank.

15.3 You agree that for a period of six (6) months from termination or expiration of your employment with the Bank, you shall not work at the capacity of Executive or Non-Executive member of the board or any management position of any supplier, vendor or partner of the Bank.

## 16. Assignment

16.1 If you (whether alone or with others) shall, during your engagement with the Bank, make or create an idea, method, invention, discovery, design or other work either in the course of providing your services or relating to or capable of being used in those aspects of the businesses of the Bank (hereinafter called "Work") you shall promptly disclose full details thereof to the Bank and irrespective of disclosure or non-disclosure by you, all Works, shall belong exclusively to the Bank and you hereby irrevocably assign the ownership, right, title, interest, ownership of copyrights of such Works and those of any other derivative works, to the Bank. You will promptly provide to the Bank a complete written disclosure for each such Works identifying the features or concepts you or the Bank believe to be new or different. You grant to the Bank an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under these Works (whether now existing or brought into being in the future).

16.2 The license scope is to make, have made, use, have used, sell, license or transfer items of such Works and to practice and have practiced methods pertaining to such Works. You are specifically made aware that you will not be liable to any compensation for such acts of yours, and that any rewards which the Bank may choose to bestow will not be deemed to confer any rights towards that invention, discovery or improvement in system or method, for you. You shall promptly upon intimation by the Bank, sign and execute such document, papers, declarations including deed of assignment as may be required by the Bank from time to time.

16.3 You (i) hereby assign to the Bank all right, title and interest in any Work (whether now existing or brought into being in the future) which is or may become a copyright work anywhere in the world and (ii) shall consider yourself as a trustee for the Bank in relation to all other Works and shall in either case at the request and expense of the Bank do all things necessary to vest all right, title and interest in any Work in the Bank or its nominee absolutely as legal and beneficial owner and to secure patent or other appropriate form of protection therefore;

16.4 You shall not (except as provided in this letter of appointment or as may be necessary in the course of your duties for the Bank) disclose or make use of any Work without the Bank's prior consent in writing.

## 17. Resignation and Notice Period

17.1 You may resign from the employment of the Bank by giving to the Bank a notice in writing, the notice period for all employees is 90 days. 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, to waive off the notice period and in such cases the Bank will not be liable to make



any payment of salary to the employee in lieu of the waived off notice period. It is understood that you will not have a right to insist upon it.

- 17.2 To the extent the Bank does not waive all or part of the Notice Period/Notice Pay,
- i. the employee shall remain employed through the Notice Period (or portion thereof), OR
  - ii. payment in lieu of any unserved notice period will be recovered from the employee.
- 17.3 Recovery of notice pay will attract GST/applicable taxes. GST/applicable taxes once deducted will not be reversed under any circumstances.
- 17.4 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.
- 17.5 The Bank will not be bound to accept from you a notice of period longer than 90 days.
- 17.6 Notice Pay in lieu of notice period is defined as TFP less retirals and non cash benefits.
- 17.7 In case of your resigning from the employment of the Bank within 12(twelve) months or being terminated by the Bank in terms of Clause 18, you shall be liable to repay to the Bank and the Bank shall have a right to recover from you the amount(s) paid by the Bank to you or any others towards your joining bonus, notice period pay in relation to your previous employment, relocation expenses and all other amounts related to your joining the Bank.
- 17.8 During notice period, any leaves availed may extend the notice period by that many days, however, Bank reserves the right to amend/modify this at its sole discretion. Notwithstanding anything foregoing, in case you have been subjected to gardening/garden leave by the Bank, you will not be entitled for any leave and leave encashment thereof for the period of gardening/garden leave, as per the Bank's policy/guidelines thereof. Bank reserves its right to apply/sanction gardening leave to employees in Broad Band 'Role' and above and any of its employee as it deems fit. You are required to familiarize yourself with the Bank Policy/guidelines on Garden Leave, as may be amended from time to time. The Garden Leave for employees for Broad Band 'Role' is three months.
- 17.9 Upon the termination of your employment agreement, you are required to return to the Bank, in acceptable condition, all such properties of the Bank which are in your possession.
- 17.10 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 Bank shall treat such absence as unauthorized and shall be liable to take disciplinary action against you.
- 17.11 If any involvement of yours is suspected or found in fraud/cheating/theft/ any unethical / unprofessional act, etc. the Bank can initiate suitable action as deemed fit even post separation from the services of the Bank.
- 17.12 You hereby agree that in order to process the Full and Final Settlement on your separation it shall be your responsibility to get No Dues Clearance from the relevant stakeholders of the Bank.

## 18. Termination of Employment Agreement:

- 18.1 If you absent yourself without leave for continuous five (5) working days, or as per norms of the Bank which may change from time to time, or remain absent beyond the period of leave originally granted or subsequently extended by five (5) working days, you shall be considered as willfully absconding from your employment and disciplinary action can be initiated against you, at the discretion of the Bank. This may include termination of your employment or considering it as voluntarily abandonment of employment by you and concluding your employment thereon, in case



your employment is terminated or concluded under this clause, the Bank shall be entitled to recover from you such amounts as specified in above Clause (Resignation and Notice Period) in lieu of notice period. In addition to the above, the Bank may also claim damages and other reliefs to which it is entitled under contract, law or equity

18.2 Your services are liable to be terminated without any notice or salary/payment in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, fraud, disloyalty, consistent non-performance, sexual harassment or any such act of breach of yours that brings disrepute to the Bank, commission of an act involving moral turpitude, any act of indiscipline or inefficiency, any act of bankruptcy or make any composition or arrangement with your creditors. In case of termination on account of misconduct, Bank will not be liable to give any notice or payment in lieu thereof.

18.3 The Bank reserves the right to terminate your employment if your performance is determined to be unsatisfactory (as per the Bank's standards), by giving you prior written notice. The notice will be 90 days for all grades. In the event of early relieving, you will be paid notice pay in lieu of notice or part thereof. Employees who have been rated as below par or poor in the 'Annual appraisal Cycle' will be considered as underperformers and misfit for the organization and separation process would be initiated post communication of the ratings.

18.4 In the event your employment is terminated by reason of an eventuality caused by (your) death, your nominee(s) beneficiaries will receive further compensation as deemed fit by the Bank which shall be paid to your designated beneficiary/nominee provided. However; in cases, where the nominee details are not provided, the spouse of the employee is considered as the sole nominee for married employees, and parents, as the sole nominee for unmarried employees. Any further settlement from the Bank would be drawn in the nominee's name.

18.5 The Bank has the right to terminate your services for any reasons other than mentioned herein by giving notice in writing or payment of Total Fixed Pay (excluding retiral and other non-cash benefits) in lieu of notice. The notice will be 90 days for all grades.

18.6 You will be covered by the employment rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Bank that may come in force from time to time. The Bank shall have absolute discretion to reject or refuse to accept your resignation in case of staff accountability or disciplinary action proceedings are contemplated or pending against you.

## 19. Non Conflict of Interest and No External Employment

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

## 20. Receipt of Payments and Benefits from Third Parties

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

so obtained.

## 21. Code of Conduct and Expected Employee Conduct

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

## 22. Staff Dealing Rules

- 22.1 You must comply with the Bank's Code of Conduct for Prevention of Insider Trading for the Bank and should familiarize yourself with them by reading the Policy and any relevant guidelines.

## 23. Intellectual Property Rights

- 23.1 For the purposes of this clause, "IPR" means intellectual property rights of all kinds including, in particular, patents, inventions, trademarks (and associated goodwill), designs, design right, copyright (including copyright in computer software), confidential information and know-how, database rights, applications for any of the foregoing, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world.
- 23.2 To the extent that ownership of IPR does not vest in the Bank by operation of law, you agree that all IPR generated by you during your employment will be owned by the Bank in perpetuity. You will co-operate fully, and do all acts required (at the Bank's expense), to assign IPR 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 IPR. You also agree to do nothing, during or after your employment, to affect the validity of any IPR; in particular, you agree not to make any non-confidential disclosure of any detail of the IPR outside of the Bank before protection for the IPR has been sought or such disclosure has otherwise been authorized. 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.
- 23.3 Nothing in this document and your employment contract shall oblige the Bank to seek patent or other protection for any IPR generated during the course of your employment. The Bank may delegate its rights and/or obligations under this clause to a group company or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

## 24. Information, Assets and Systems

- 24.1 When you join the Bank, you may have access to phones, e-mail, internet and other equipment and systems. These

form part of our IT and communication systems and you will be required to use them in accordance with the Bank policies relating to them. You should refer to the Code of Conduct for further information on these policies. You will be responsible for the safe keeping and return in good condition and order of all the properties of the Bank, which may be in your use, custody, care or charge. For the loss of any property of the Bank in your possession, the Bank will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

24.2 Information Security Compliance: All employees are expected to be aware of their responsibility relating to protection of information and information assets of the Bank. Accordingly, you are required to familiarize yourself with the Information Security Policies and Procedures of the Bank and abide by it in spirit and practice.

## 25. Other terms and conditions:

- 25.1 The Bank reserves the right to make changes to any of your terms and conditions of employment. Any changes will take effect from the date stated in the communication.
- 25.2 In the event of a criminal case being filed against you in your personal capacity (not in the course of or arising out of employment), the Bank may, at its discretion, ask you to proceed on leave or suspend your employment till the issue is sorted out and you are acquitted. During this period, you will be paid as per applicable laws. If convicted, your employment will stand withdrawn/terminated.
- 25.3 Bank reserves the right to place you under suspension pending enquiry into the charges of misconduct or otherwise as deemed fit by the bank.
- 25.4 You will intimate in writing to the Bank any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 25.5 As an employee you are responsible to provide correct personal email ID and phone number. The personal email ID and phone number as provided by you will stand valid for all communication from the Bank. In case of change in communication information, you are liable to update the same with the Bank within Seven (7) days of such change. Failing which, any communication sent on your last recorded address/email shall be deemed to have been served on you. The email ID provided by you, until updated with the Bank, shall be considered as one of your unique identification ID.
- 25.6 The present designation is subject to change depending upon work assignment from time to time.
- 25.7 During your employment, you will be subject to the Code of Conduct, employment rules, regulations and policy of the Bank applicable and amended from time to time. The terms and conditions contained herein shall be read along with the instructions, guidelines, policies, etc. and amendments thereof as presently applicable to you and as may be amended from time to time and as may be made applicable to you by the Bank subsequently during the course of your employment.

## 26. Indemnity

- 26.1 You shall indemnify, keep indemnified and hold harmless the Bank against any loss, damage, expense, costs, fines, charges, proceeding which the Bank might suffer due to or arising out of any wrongful acts, wrongful gains, fraud, mala fide acts, gross negligence and /or gross dereliction of duties on your part. Such indemnity shall not prejudice

the right of the Bank to terminate your services on such count or the right of the Bank to seek other remedies which the Bank may have to make good the Loss or damage

**27. Force Majeure**

27.1 Notwithstanding anything contained herein, if the regular operations of the Bank are suspended resulting from general economic conditions or other general market effects or Acts of God or governmental or regulatory restrictions other cause of similar or different nature beyond the control of the Bank, the Bank may suspend the performance of services by you and the payment of compensation herewith. During the continuation of such suspension of operations, the Bank may, by written notice, terminate employment agreement or change the terms and conditions of your employment with no further liability whatsoever.

**28. Foreclosure:**

28.1 The Bank reserves the right to suspend or terminate the performance of services by you and the payment of compensation, in case of any unforeseen circumstances that might lead to suspension of the operations of any unit or business of the Bank. In such case, the general terms and conditions related to termination of employment shall stand valid.

**29. Warranty**

29.1 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.

**30. Governing Law**

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

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

18-Mar-23

-----  
**Date**

RAHUL K V

-----  
**Employee Name**

152.60.234.416

-----  
**Employee IP Address**

kvrahul7@gmail.com

-----  
**Employee Email**



Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**Date:** 27<sup>th</sup> March, 2023

Dear K Lavanthika,

**Subject :** Offer letter of employment as **Business Development Executive.**

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive**. Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -

Components	Per Annum	Per Month
Basic Salary	210,000	17,500
HRA	105,000	8,750
Special Allowances	65,904	5,492
Employer's Contribution to EPF	21,600	1,800
Statutory Bonus	17,496	1,458
Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

  
REGISTRAR  




Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation

Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
2. Copies of Educational Certificates – Class 10<sup>th</sup> & Class 12<sup>th</sup> and Other Certificates (if any)
3. Copy of Graduation Certificate
4. Aadhar Card
5. PAN Card
6. Form 11 & Form 2
7. Bank Account Details
8. Clearance from the previous employer
9. Passport size Photograph (in .jpeg)
10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/ODg5NzE1MDM=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  




**Date:** 27<sup>th</sup> March, 2023

Dear Sushmitha Y L,

**Subject :** Offer letter of employment as **Business Development Executive**.

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Business Development Executive**. Your cost to company (CTC) will be **Rs. 420,000** (Rupees Four Lakh Twenty Thousand Only) Per Annum and other terms of service shall be as per the discussion you had with us. The compensation details are as follows -

Components	Per Annum	Per Month
Basic Salary	210,000	17,500
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Special Allowances	65,904	5,492
Employer's Contribution to EPF	21,600	1,800
Statutory Bonus	17,496	1,458
Total CTC Per Annum	<b>420,000</b>	<b>35,000</b>

We would expect you to join as early as possible but not later than **03-Apr-2023** at the office located at **Bangalore, Karnataka** beyond which the offer would stand withdrawn, unless a new date is mutually agreed upon, and confirmed in writing.

You are being offered the above position on the basis of authenticity of the information, preliminary documents (if any) provided/submitted by you about your education, experience etc. This offer letter (including the appointment, if made) can be withdrawn/terminated at any point in time (without any legal liability on the Company), if the information provided by you is/are found to be untrue/false.

Your services are transferable, with reasonable notice, to any location in India or overseas where the company conducts its businesses, or to any subsidiary, associate or group company whether now existing or yet to be formed. Such transfer / deputation will be according to the rules of the company in force at that time.

During the term of your employment, should you desire to leave the services of the Company, you will have to give to the Company **one month'** notice or salary in lieu thereof. Similarly, the Company shall be entitled to terminate your employment at any time by giving you **one month'** notice or salary in lieu thereof. However, the Company may terminate your employment with immediate effect by a notice in writing (without payment of salary) in the event of your misconduct, negligence, fraud, breach of terms of employment or Company policy, criminal conviction and prolonged unauthorized absence.

*Sanne*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



Extramarks Education India Private Limited

9<sup>th</sup> Floor, Urmila Business Park, A-95B,  
Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

You agree, acknowledge, and authorize the Company to carry out necessary verification, background check on you (which may be carried out by a third party) from your institution, college, previous employer etc. Should the Company receive any negative feedback during such verification, background check, the Company shall be well within its right to withdraw/terminate this offer letter (including your appointment, if made) without any legal liability on the Company.

We are confident you will find this new opportunity both challenging and rewarding. We are excited to have you on board and wish you a great career ahead!

Sincerely,

**HR Department**

I have been explained the terms and conditions of my employment and I have understood the same and accept them entirely. I shall join service on or before **03-Apr-2023**.

Accepted

## Annexure - Pre-Joining Documentation

Before your date of joining, kindly upload the below mentioned documents in the link given below -

1. Offer letter acceptance\*
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3. Copy of Graduation Certificate
4. Aadhar Card
5. PAN Card
6. Form 11 & Form 2
7. Bank Account Details
8. Clearance from the previous employer
9. Passport size Photograph (in .jpeg)
10. Last Payslip received from the previous employer
11. Address Proof
12. Reference sheet form
13. Adherence to Anti-Corruption Policy

The URL for the link is: <https://careers.extramarks.com/index/filldetail/refId/ODg5NzE1MDM=>

You would also need to upload a scanned copy of this letter with your acceptance.

Please feel free to reach out incase of any doubts or queries.

  
REGISTRAR  


Date: 25/05/2023  
Pavan G

Bangalore, , , Nelamangala, Karnataka, India -

Dear Pavan

**Sub: Appointment Letter**

We are pleased to offer you an appointment with **Genpact** ("Company") as an **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your Cost to the Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India, Bangalore Surya Park IN - Office** However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The Guest house can be availed for a maximum period of 15 calendar days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs.250 for a period of 24 months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office - except while travelling on business as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations & Company policies.
5. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
6. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject
7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for **60** days. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

*Pavan G*  
Pavan G (May 25, 2023 11:46:04 AM IST)

25/05/2023

**Genpact India Private Limited**  
DLF City, Phase V  
Sector 53  
Gurgaon, Haryana 122002, India.  
T +91 124 283 2000; F +91 124 4022674

**CIN:** U73100DL2005PTC307363  
**Regd. Off:**12A (Ground Floor), Prakash  
Deep Building, 7, Tolstoy Marg, New  
Delhi-110001  
[www.genpact.com](http://www.genpact.com)

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8. Notice to terminate the services will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.

9. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, upskilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

10. The company reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. You will automatically retire on attaining the age of 60 years.

12. Whilst employed by the Company:

- a. You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- c. Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause 8.
- d. You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- e. You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the company and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- f. You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

13. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice period.

*Pavan G*  
Pavan G (May 25, 2023 11:40:04 AM IST)

25/05/2023

**Genpact India Private Limited**  
DLF City, Phase V  
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14. Upon separation from the Company on account of either resignation or termination or for any other reason, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard or soft copy which is in your possession or custody.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

17. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies without any prior notice.

18. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

19. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Hyderabad** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of Courts at **Hyderabad**.

Your assignment is effective from **25/05/2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days of the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 09:15 am at **India, Bangalore Surya Park IN - Office**.


Warm Regards,

For Genpact



Ritu Bhatia  
Vice President – Human Resources

Accepted and Agreed

  
Pavan G (May 25, 2023 11:49 GMT+5.3)  
25/05/2023

Pavan G

  
Pavan G (May 25, 2023 11:49 GMT+5.3)

25/05/2023

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**Annexure II**  
**COMPENSATION DETAILS**

<b>Name</b>	Pavan G	
<b>Band</b>	5B	
<b>Designation</b>	Senior Associate	
<b>Location</b>	Bangalore Surya Park IN - Office	
<b>Components</b>	<b>Amount (per month)</b>	<b>Amount (per annum)</b>
Basic	INR 21,250/-	INR 2,55,000/-
Company Contribution to Provident Fund (PF)	INR 2,550/-	INR 30,600/-
Housing Rent Allowance	INR 5,366.67/-	INR 64,400/-
<b>FIXED PAY</b>	<b>INR 29,166.67/-</b>	<b>INR 3,50,000/-</b>
<b>ANNUAL PERFORMANCE BONUS*</b>	<b>INR 7,200/-</b>	
<b>Performance Linked Incentive**</b>	<b>Amount (per Annum)</b>	
Best Performer	INR 60,000/-	
Average Performer	INR 35,500/-	
Low Performer	INR 0/-	
<b>Total Earning Potential</b>	<b>Amount (per Annum)</b>	
Best Performer	INR 4,10,000/-	
Average Performer	INR 3,85,500/-	
Low Performer	INR 3,50,000/-	
<b>Benefits</b>	<b>Amount (per Annum)</b>	
Life Insurance	INR 14,00,000/-	
Employee Deposit Linked Insurance Scheme (EDLIS)	As per Act	
Personal Accident/Disability Insurance (For Employee)	INR 14,00,000/-	
Medical Insurance covering hospitalization (For Employee)	INR 1,00,000/-	
Interest Free Soft Loan (Post 6 Months)	INR 10,000/-	
Out Patient Medical Facilities at Office	Free	
Company Contribution ESIC	As per Act	
Gratuity	INR 12,260/-	
<b>Other Attractions</b>		
Parichay (Employee Referral Scheme)	As per scheme	
Rewards & Recognition	As per Performance	
Education@work : Professional advancement programmes	As per scheme	
Concierge Services	Subsidized Rates	

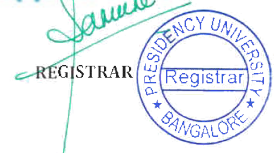
Pavan G  
Pavanc01@genpact.com

25/05/2023

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**Notes:**

\* Employees not on Performance Linked Incentive Plan will be eligible for a different Annual Performance Bonus Plan than mentioned above. In such cases, Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above. Annual Performance Bonus payout however is ultimately determined based on company / individual Performance and prevailing company guidelines.

\*\* Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with Business/Process.

The above-mentioned components/benefits are as per the prevalent company policy and/or applicable law and are subject to change.

- The aggregate of all bonus payouts paid to you during an accounting year including Annual Performance Bonus (APB), VIC (if any), and other bonus payouts (if any) shall be in lieu of profit-based bonus (if any), payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable)
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.

Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.

Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.

The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.

Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

Warm Regards,

For Genpact



Ritu Bhatia  
Vice President – Human Resources

Accepted and Agreed

  
Pavan G (May 25, 2023 11:49 GMT+5.5)  
25/05/2023

Pavan G

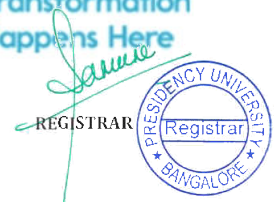
  
Pavan G (May 25, 2023 11:49 GMT+5.5)

25/05/2023

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25/05/2023

BFS027385 - 6611109

**Pavan G**  
Bangalore, Nelamangala, Karnataka

Pavan,

This is with reference to our letter of appointment dated **25 May 2023**. We are pleased to offer a one-time taxable payment of Rs. **50,000/-** as joining bonus amount on the following terms and conditions:

- 1) The above sign-on-bonus will be paid at the end of three (3) months from your date of joining; subject to satisfactory performance of the duties.
- 2) That you will serve GENPACT ("Company") for a period of **12** month(s) from the date of joining.
- 3) The sign-on-bonus shall become payable forthwith to the Company on the happening of any of the following events within the Lock-in Period:
  - a. Your relieving from the service of Company.
  - b. Termination of your services due to any breach of service terms, Company discipline or integrity policy.
  - c. Any other conduct due to which you are asked to leave the services of Company.
- 4) All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this document or the breach thereof shall be referred to sole Arbitrator appointed by the CEO of the Company and the award made in pursuance thereof shall be binding on the parties hereto. The Arbitration shall be governed as per the terms of the Arbitration and Conciliation Act 1996 or any modification or reenactment thereto
- 5) Any tax liability arising out of this payment shall be entirely borne by you.

Please sign a copy of this agreement as a token of your acceptance of the above terms.

Wishing you the very best.

With warm regards,

For Genpact



**Ritu Bhatia**  
Vice President – Human Resources

Accepted and Agreed

Pavan G  
Pavan G (May 25, 2023 11:49 GMT+5.5)  
25/05/2023

**Pavan G**

Pavan G  
Pavan G (May 25, 2023 11:46 GMT+5.5)

25/05/2023

**Genpact India Private Limited**  
DLF City, Phase V  
Sector 53  
Gurgaon, Haryana 122002, India.  
T +91 124 283 2000; F +91 124 4022674

**CIN:** U73100DL2005PTC307363  
**Regd. Off:**12A (Ground Floor), Prakash  
Deep Building, 7, Tolstoy Marg, New  
Delhi-110001  
[www.genpact.com](http://www.genpact.com)

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# Genpact Appointment Letter

Final Audit Report

2023-05-25

Created:	2023-05-25
By:	Genpact Pan India Onboarding (genpactpanindia.onboarding@genpact.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4GU0AIWcEmV6Ek5GslpoeHYiJRx_qu6V

## "Genpact Appointment Letter" History

-  Document created by Genpact Pan India Onboarding (genpactpanindia.onboarding@genpact.com)  
2023-05-25 - 5:45:20 AM GMT- IP address: 3.231.47.243
-  Document emailed to pavan2016fk355@gmail.com for signature  
2023-05-25 - 5:45:24 AM GMT
-  Email viewed by pavan2016fk355@gmail.com  
2023-05-25 - 5:52:42 AM GMT- IP address: 66.249.84.40
-  Signer pavan2016fk355@gmail.com entered name at signing as Pavan G  
2023-05-25 - 6:19:18 AM GMT- IP address: 157.45.63.91
-  Document e-signed by Pavan G (pavan2016fk355@gmail.com)  
Signature Date: 2023-05-25 - 6:19:20 AM GMT - Time Source: server- IP address: 157.45.63.91
-  Agreement completed.  
2023-05-25 - 6:19:20 AM GMT



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BFS031407-6707962

Date: May 30, 2023  
T S Deepika  
Bangalore

Dear Deepika

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 29, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

\_\_\_\_\_  
T S Deepika

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employer

OR

    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourself

Or

    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
**CIN:** U73100DL2005PTC307363  
**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	T S Deepika
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President - HR

Accepted and Agreed

T S Deepika

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear T S Deepika,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 30, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**T S Deepika**

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

  
REGISTRAR  




Date: 24-11-2022

**Subject: Offer of Employment**

Dear Jeevan Gowda H,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



### Annexure 1

**Date:** 24-11-2022

**Name:** Jeevan Gowda H

**Designation:** Executive Trainee

**Band:** J2

CTC STRUCTURE		
Components	Per Annum	Per Month
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

**Other Benefits (as per prevalent Company Policy):**

Group Term Insurance: Term cover of INR 12,00,000

Mediclam: INR2,00,000 for self and dependents



Date: 24-11-2022

**Subject: Offer of Employment**

Dear Abie Prajwal C,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

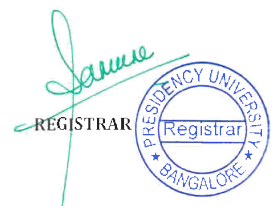
A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 24-11-2022

**Name:** Abie Prajwal C

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents





Date: 24-11-2022

**Subject: Offer of Employment**

Dear Shivaprasad K R,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

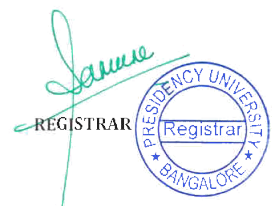
A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 24-11-2022

**Name:** Shivaprasad K R

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents



Date: 24-11-2022

**Subject: Offer of Employment**

Dear Venugopal N B,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 24-11-2022

**Name:** Venugopal N B

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
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Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents



Date: 24-11-2022

**Subject: Offer of Employment**

Dear Mamta N Hubballi,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 24-11-2022

**Name:** Mamta N Hubballi

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
Mobile Handset	10,000	833
<b>Total Fixed Pay and Reimbursements</b>	<b>437,512</b>	<b>36,460</b>
<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents



Date: 24-11-2022

**Subject: Offer of Employment**

Dear Greeshma S,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

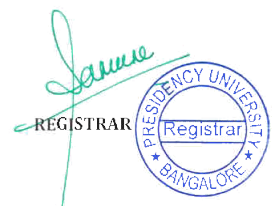
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For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**





**Annexure 1**

**Date:** 24-11-2022

**Name:** Greeshma S

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
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<b>(II) Reimbursements</b>		
LTA	11,875	990
Fuel	21,600	1800
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<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclam: INR2,00,000 for self and dependents



Date: 24-11-2022

**Subject: Offer of Employment**

Dear Dhanushyadav S,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

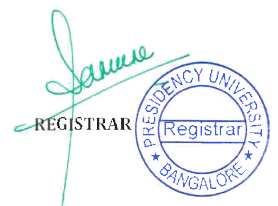
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We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 24-11-2022

**Name:** Dhanushyadav S

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
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<b>(III) Retirals</b>		
Provident Fund	21,600	
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<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclaim: INR2,00,000 for self and dependents

  
 REGISTRAR  




Date: 24-11-2022

**Subject: Offer of Employment**

Dear K Nishasri,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 24-11-2022

**Name:** K Nishasri

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
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<b>(III) Retirals</b>		
Provident Fund	21,600	
Gratuity	6,888	
<b>(IV) Valued Benefits</b>		
Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

**Other Benefits (as per prevalent Company Policy):**

Group Term Insurance: Term cover of INR 12,00,000

Mediclam: INR2,00,000 for self and dependents



Date: 24-11-2022

**Subject: Offer of Employment**

Dear Charan K M,

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

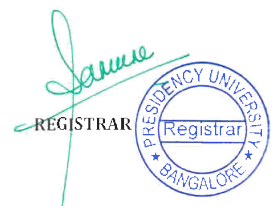
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We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

For & on behalf of  
**HDFC Life Insurance Company Limited**

A handwritten signature in blue ink that reads "Sushil".

**Sushil Chander**  
**Vice President – Human Resources**



**Annexure 1**

**Date:** 24-11-2022

**Name:** Charan K M

**Designation:** Executive Trainee

**Band:** J2

<b>CTC STRUCTURE</b>		
<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
<b>(I) Fixed Pay</b>		
Basic	142,500	11875
House Rent Allowance	85,500	7125
Other Allowance	117,992	9833
Bonus	48,046	4004
<b>(II) Reimbursements</b>		
LTA	11,875	990
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<b>(III) Retirals</b>		
Provident Fund	21,600	
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Group Insurance Benefit	9,000	
<b>Fixed Cost to Company (FCTC)</b>	<b>475,000</b>	

<b>Other Benefits (as per prevalent Company Policy):</b>
Group Term Insurance: Term cover of INR 12,00,000
Mediclaim: INR2,00,000 for self and dependents

  
 REGISTRAR  




**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65409/2022-2023

Date: **16/12/2022**

Mr. Sreerag T  
S/O - Narayanan Kutty.T  
Thalethodi House, Pandallur,  
Kadambode, P.O., Pandalur,  
Malappuram, Kerala- 676521

Dear Mr. Sreerag T,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

Further, your joining shall be subject to you being found medically fit by a physician as mentioned in point 12 of this letter.

2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
Special Allowance	₹ 11,200	₹ 1,34,400
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediciam, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
REGISTRAR  




Bandhan Bank Limited

Head Office: Floors 12 - 14, Adventz Infinity@5, BN 5, Sector V, Salt Lake City, Kolkata - 700091  
CIN: L67190WB2014PLC204622 | Phone: +91 33 6609 0909, 4045 6456 | Fax: +91 33 6609 0502  
Email: info@bandhanbank.com | Website: www.bandhanbank.com

In addition to the above, you shall also be eligible for the following benefits as per the grade entitlement/s:

1. Medclaim benefits
2. Group Term Life and Accident policy
3. Mobile bill reimbursement
4. Business Travel Allowances
5. You will be under probation for 'One Year' and on the basis of 'performance feedback' from your reporting manager, you shall be confirmed on satisfactory completion of the probation period.
6. During the course of your probation period, you will be posted at any of the Doorstep Service Centers of Bandhan Bank. Your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
7. You will be accountable for duties & responsibilities to Regional Credit Manager (SEL) or to any such person in Company as may be indicated to you from time to time, with respect to the duties assigned to you.
8. While working, you shall act with utmost fidelity and shall not disclose or divulge any confidential information to third parties or make use of such information for your own benefit or otherwise howsoever.
9. You will be governed by the leave rules and other benefits as mentioned in the HR Policy.
10. During probation period, either party may terminate this appointment by giving the other one month notice in writing or one month salary in lieu of notice period.
11. During the employment with the organization, you shall not engage yourself in any other business or occupation and shall devote your whole time and skill to the faithful and diligent performance of your duties.
12. You will be governed by the Code of Conduct and Ethics, rules, regulations and other policies (together the "Company Policies") as enforced and as may be amended from time to time. The Bank reserves the right to vary the terms and conditions of service governing your appointment including your duties and responsibilities at any time.
13. You must abide by the rules and regulations of the Organization and any defamatory comments against the Organization or questionable behavior on your part will tantamount to termination of your services from the organization.
14. You shall be required to produce a medical fitness certificate at the time of joining. You have to get stipulated tests done, at your own expense and obtain a certificate from a registered medical practitioner and submit the same at the time of joining.

We would like to take the opportunity here of welcoming you to Bandhan and trust that your association and Involvement with the Organization will be beneficial and satisfying to both of us.

A duplicate copy of this letter should be signed and returned to us in acceptance of the terms and conditions Mentioned above.

For Bandhan Bank Limited

  
Dilip Kumar Mitra  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)



**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65403/2022-2023

Date: **16/12/2022**

Mr. Harsh Parashar  
S/O - R.K. Parashar  
62-B, Alok Nagar Jaipur House,  
Shahaganj, Agra,  
Uttar Pradesh - 282010

Dear Mr. Harsh Parashar,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

Further, your joining shall be subject to you being found medically fit by a physician as mentioned in point 12 of this letter.

2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
Special Allowance	₹ 11,200	₹ 1,34,400
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediciam, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
REGISTRAR  




Bandhan Bank Limited

Head Office: Floors 12-14, Adventz Infinity@5, BN 5, Sector V, Salt Lake City, Kolkata - 700091  
CIN: L67190WB2014PLC2046221 | Phone: +91 33 6609 0909, 4045 6456 | Fax: +91 33 6609 0502  
Email: info@bandhanbank.com | Website: www.bandhanbank.com

In addition to the above, you shall also be eligible for the following benefits as per the grade entitlement/s:

1. Mediciam benefits
2. Group Term Life and Accident policy
3. Mobile bill reimbursement
4. Business Travel Allowances
5. You will be under probation for 'One Year' and on the basis of 'performance feedback' from your reporting manager, you shall be confirmed on satisfactory completion of the probation period.
6. During the course of your probation period, you will be posted at any of the Doorstep Service Centers of Bandhan Bank. Your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
7. You will be accountable for duties & responsibilities to Regional Credit Manager (SEL) or to any such person in Company as may be indicated to you from time to time, with respect to the duties assigned to you.
8. While working, you shall act with utmost fidelity and shall not disclose or divulge any confidential information to third parties or make use of such information for your own benefit or otherwise howsoever.
9. You will be governed by the leave rules and other benefits as mentioned in the HR Policy.
10. During probation period, either party may terminate this appointment by giving the other one month notice in writing or one month salary in lieu of notice period.
11. During the employment with the organization, you shall not engage yourself in any other business or occupation and shall devote your whole time and skill to the faithful and diligent performance of your duties.
12. You will be governed by the Code of Conduct and Ethics, rules, regulations and other policies (together the "Company Policies") as enforced and as may be amended from time to time. The Bank reserves the right to vary the terms and conditions of service governing your appointment including your duties and responsibilities at any time.
13. You must abide by the rules and regulations of the Organization and any defamatory comments against the Organization or questionable behavior on your part will tantamount to termination of your services from the organization.
14. You shall be required to produce a medical fitness certificate at the time of joining. You have to get stipulated tests done, at your own expense and obtain a certificate from a registered medical practitioner and submit the same at the time of joining.

We would like to take the opportunity here of welcoming you to Bandhan and trust that your association and involvement with the Organization will be beneficial and satisfying to both of us.

A duplicate copy of this letter should be signed and returned to us in acceptance of the terms and conditions mentioned above.

For **Bandhan Bank Limited**

**Dilip Kumar Mitra**  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)





**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65404/2022-2023

Date: 16/12/2022

Mr. Balaji . S  
S/O - Srinivas. D  
14 (367), Sadashivayya Road, Near SV  
English School, Herohalli Cross, Bangalore North,  
Bangalore, Karnataka - 560091

Dear Mr. Balaji . S,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

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2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
Special Allowance	₹ 11,200	₹ 1,34,400
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
REGISTRAR  




Bandhan Bank Limited

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In addition to the above, you shall also be eligible for the following benefits as per the grade entitlement/s:

1. Medclaim benefits
2. Group Term Life and Accident policy
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8. While working, you shall act with utmost fidelity and shall not disclose or divulge any confidential information to third parties or make use of such information for your own benefit or otherwise howsoever.
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11. During the employment with the organization, you shall not engage yourself in any other business or occupation and shall devote your whole time and skill to the faithful and diligent performance of your duties.
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14. You shall be required to produce a medical fitness certificate at the time of joining. You have to get stipulated tests done, at your own expense and obtain a certificate from a registered medical practitioner and submit the same at the time of joining.

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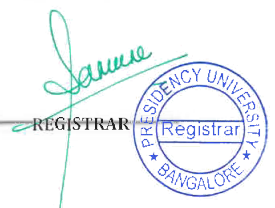
For Bandhan Bank Limited

Dilip Kumar Mitra  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)



PRIVATE AND CONFIDENTIAL

Ref. No.: BBL/HR/65402/2022-2023

Date: 16/12/2022

Mr. Ujwal P  
S/O - S.N Prasanna Kumar  
144 A, 2nd Sector HMT Quarters,  
Behind Jaalahalli Police station, Jaalahali Village,  
H M T Colony, Bengaluru, Karnataka-560013

Dear Mr. Ujwal P,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

Further, your joining shall be subject to you being found medically fit by a physician as mentioned in point 12 of this letter.

2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
Special Allowance	₹ 11,200	₹ 1,34,400
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
REGISTRAR  






**Bandhan Bank Limited**

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1. Mediciam benefits
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3. Mobile bill reimbursement
4. Business Travel Allowances
5. You will be under probation for 'One Year' and on the basis of 'performance feedback' from your reporting manager, you shall be confirmed on satisfactory completion of the probation period.
6. During the course of your probation period, you will be posted at any of the Doorstep Service Centers of Bandhan Bank. Your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
7. You will be accountable for duties & responsibilities to Regional Credit Manager (SEL) or to any such person in Company as may be indicated to you from time to time, with respect to the duties assigned to you.
8. While working, you shall act with utmost fidelity and shall not disclose or divulge any confidential information to third parties or make use of such information for your own benefit or otherwise howsoever.
9. You will be governed by the leave rules and other benefits as mentioned in the HR Policy.
10. During probation period, either party may terminate this appointment by giving the other one month notice in writing or one month salary in lieu of notice period.
11. During the employment with the organization, you shall not engage yourself in any other business or occupation and shall devote your whole time and skill to the faithful and diligent performance of your duties.
12. You will be governed by the Code of Conduct and Ethics, rules, regulations and other policies (together the "Company Policies") as enforced and as may be amended from time to time. The Bank reserves the right to vary the terms and conditions of service governing your appointment including your duties and responsibilities at any time.
13. You must abide by the rules and regulations of the Organization and any defamatory comments against the Organization or questionable behavior on your part will tantamount to termination of your services from the organization.
14. You shall be required to produce a medical fitness certificate at the time of joining. You have to get stipulated tests done, at your own expense and obtain a certificate from a registered medical practitioner and submit the same at the time of joining.

We would like to take the opportunity here of welcoming you to Bandhan and trust that your association and involvement with the Organization will be beneficial and satisfying to both of us.

A duplicate copy of this letter should be signed and returned to us in acceptance of the terms and conditions mentioned above.

For **Bandhan Bank Limited**

  
**Dilip Kumar Mitra**  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)



**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65405/2022-2023

Date: **16/12/2022**

Mr. Manikanta  
S/O - Nageshwar Rao  
Hosii Camp e j. Amrapur,  
Amrapur, Raichur,  
Karnataka - 584128

Dear Mr. Manikanta,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

Further, your joining shall be subject to you being found medically fit by a physician as mentioned in point 12 of this letter.

2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
Special Allowance	₹ 11,200	₹ 1,34,400
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
REGISTRAR  




Bandhan Bank Limited

Head Office: Floors 12 - 14, Adventz Infinity@5, BN 5, Sector V, Salt Lake City, Kolkata - 700091  
CIN: L67190WB2014PLC2046221 | Phone: +91 33 6609 0909, 4045 6456 | Fax: +91 33 6609 0502  
Email: info@bandhanbank.com | Website: www.bandhanbank.com

In addition to the above, you shall also be eligible for the following benefits as per the grade entitlement/s:

1. Medclaim benefits
2. Group Term Life and Accident policy
3. Mobile bill reimbursement
4. Business Travel Allowances
5. You will be under probation for 'One Year' and on the basis of 'performance feedback' from your reporting manager, you shall be confirmed on satisfactory completion of the probation period.
6. During the course of your probation period, you will be posted at any of the Doorstep Service Centers of Bandhan Bank. Your services are transferable and you can be seconded or deputed by the Company to any of its operations or operations of its associate companies in India or abroad. The Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of the Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.
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A duplicate copy of this letter should be signed and returned to us in acceptance of the terms and conditions Mentioned above.

For **Bandhan Bank Limited**

  
**Dilip Kumar Mitra**  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)

**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65406/2022-2023

Date: 16/12/2022

Ms. Anusha Srinivas  
D/O - Srinivas V.B  
789, 16th B Main, Mathikere,  
Bangalore North, Msrit,  
Bangalore, Karnataka - 560054

Dear Ms. Anusha Srinivas,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

Further, your joining shall be subject to you being found medically fit by a physician as mentioned in point 12 of this letter.

2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
Special Allowance	₹ 11,200	₹ 1,34,400
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Medclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
REGISTRAR  






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In addition to the above, you shall also be eligible for the following benefits as per the grade entitlement/s:

1. Medclaim benefits
2. Group Term Life and Accident policy
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5. You will be under probation for 'One Year' and on the basis of 'performance feedback' from your reporting manager, you shall be confirmed on satisfactory completion of the probation period.
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A duplicate copy of this letter should be signed and returned to us in acceptance of the terms and conditions Mentioned above.

For **Bandhan Bank Limited**

Dilip Kumar Mitra

Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)

**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65410/2022-2023

Date: 16/12/2022

Mr. Bennet Samuel Ponraj  
S/O - Ponraj  
No. 125/128, K Block S1, Thirumalai Nagar North  
Extension, Sai Dental Hospital, Hasthinapuram,  
Kancheepuram, Tamil Nadu - 600064

Dear Mr. Bennet Samuel Ponraj,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

Further, your joining shall be subject to you being found medically fit by a physician as mentioned in point 12 of this letter.

2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
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Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
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In addition to the above, you shall also be eligible for the following benefits as per the grade entitlement/s:

1. Medclaim benefits
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A duplicate copy of this letter should be signed and returned to us in acceptance of the terms and conditions Mentioned above.

For **Bandhan Bank Limited**

  
**Dilip Kumar Mitra**  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)





**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65408/2022-2023

Date: **16/12/2022**

Mr. Chandu VN  
S/O - Nagaraj V N  
No 2, 3rd Cross, Nanjarasappa Layout  
Nagarbhavi, Bangalore North,  
Bengaluru, Karnataka - 560072

Dear Mr. Chandu VN,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:

1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

Further, your joining shall be subject to you being found medically fit by a physician as mentioned in point 12 of this letter.

2. You will be paid monthly salary and allowances as under:

Particulars	Monthly(Rs.)	Yearly(Rs.)
Basic Salary	₹ 10,500	₹ 1,26,000
HRA	₹ 5,250	₹ 63,000
Special Allowance	₹ 11,200	₹ 1,34,400
Medical Allowance	₹ 1,250	₹ 15,000
Conveyance Allowance	₹ 1,600	₹ 19,200
Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

# Payable as per the Payments of Gratuity Act.

  
REGISTRAR  




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In addition to the above, you shall also be eligible for the following benefits as per the grade entitlement/s:

1. Mediciam benefits
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A duplicate copy of this letter should be signed and returned to us in acceptance of the terms and conditions Mentioned above.

For **Bandhan Bank Limited**

**Dilip Kumar Mitra**  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)



**PRIVATE AND CONFIDENTIAL**

Ref. No.: BBL/HR/65407/2022-2023

Date: 16/12/2022

Ms. Lakshmi G  
D/O - Ganga Dharan V.A  
Krishnanjanam Near Vishnu Temple,  
Pudippariyaram, Puthuppariyaram-i  
Plakkad, Kerala-978731

Dear Ms. Lakshmi G,

Greetings from Bandhan Bank Ltd,

With reference to your application and subsequent discussion, we are pleased to offer you a 'Management Trainee – Area Manager' position at an Assistant Manager Grade with Bandhan Bank. You shall be appointed under the following terms & conditions, subject to successful completion of your course of studies:


1. You will be required to join the Bank on or before **12<sup>th</sup> June, 2023**. The exact date of joining shall be confirmed through mail and place of posting shall be provided by a letter during the Induction Program.

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Child Education Allowance	₹ 200	₹ 2,400
<b>Gross Salary</b>	<b>₹ 30,000</b>	<b>₹ 3,60,000</b>
<b>Benefits</b>		
PF(Employer Contribution)	₹ 1,800	₹ 21,600
Gratuity #	₹ 505	₹ 6,060
Insurance Valuation - Mediclaim, Term Life and Accidental Benefit	₹ 861	₹ 10,332
<b>Cost to Company(CTC)</b>	<b>₹ 33,166</b>	<b>₹ 3,97,992</b>

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REGISTRAR  




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For **Bandhan Bank Limited**

  
**Dilip Kumar Mitra**  
Head – Business HR Partner MB & Payroll Management

Agreed and Accepted:

\_\_\_\_\_ (Candidate Name)

\_\_\_\_\_ (Candidate Signature)







**genpact**  
Transformation  
Happens Here

BFS027385-6609774

**Date: May 4, 2023**  
**Jinka Sindhu**  
**Bangalore**

**Dear Jinka**

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,**  
**Tolstoy Marg, New Delhi-110001**

*Jinka*  
REGISTRAR  
SINDHU  
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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 5, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President

Accepted and Agreed

**Jinka Sindhu**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Jinka Sindhu
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President-HR

Accepted and Agreed

  
Jinka Sindhu

JS

Genpact India Private Limited  
CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
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*Sanu JS*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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Dear Jinka Sindhu,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 4, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

Accepted and Agreed

  
Jinka Sindhu

Genpact India Private Limited  
CIN: U73100DL2005PTC307363

Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001

JS





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BFS027385-6611168

**Date: May 4, 2023**  
**Darsan R**  
**Bangalore**

**Dear Darsan**

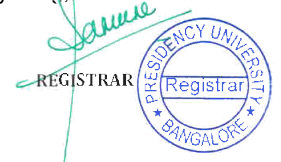
**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,**  
**Tolstoy Marg, New Delhi-110001**





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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi - 110001**

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.
18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.
19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **June 5, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President

**Accepted and Agreed**

\_\_\_\_\_  
**Darsan R**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001







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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Darsan R
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President-HR

Accepted and Agreed

Darsan R

Genpact India Private Limited  
CIN: U73100DL2005PTC307363  
Regd. Off.: 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

**Genpact India Private Limited**

**CIN: U73100DL2005PTC307363**

**Regd. Off.:** 12A (Ground Floor) Prakash Deep Building 7,  
Tolstoy Marg, New Delhi-110001





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Dear Darsan R,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 4, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

\_\_\_\_\_  
**Darsan R**

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**

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**Date: May 4, 2023**  
**Ramya Shree . D**  
**Bangalore**

**Dear Ramya**

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

**Genpact India Private Limited**  
**CIN: U73100DL2005PTC307363**  
**Regd. Off.: 12A (Ground Floor) Prakesh Deep Building 7,**  
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9. Notice to terminate this contract will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement

10. Genpact reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

11. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.

12. You will automatically retire on attaining the age of 60 years.

13. Whilst employed by the Company:

- You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
- b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
- Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause
- You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between Genpact and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

14. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice.

15. Upon separation from the Company on account of either resignation or termination, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard of soft copy which is in your possession or custody.

16. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background /reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

**Genpact India Private Limited**

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17. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies.

19. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

20. Any and all disputes arising in connection with the appointment letter shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Bangalore** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of courts at **Bangalore**.

Your assignment is effective from **July 5, 2023**.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at 9:15 am at Genpact, **India>Bangalore>Bangalore Surya Park IN - Office**.

Warm regards,

For Genpact India Pvt. Ltd.

**Ritu Bhatia**  
Senior Vice President

**Accepted and Agreed**

**Ramya Shree . D**

**Genpact India Private Limited**  
CIN: U73100DL2005PTC307363

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### Annexure I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving letter from previous employer (last employment) only.
  2. If already a member of a provident fund (PF) scheme with previous employer, then;
    - a. Employer's name
    - b. Provident Fund account number from your previous employer
    - c. Universal account number provided by your previous employer
    - d. Employee Pension number provided by your previous employerOR
    - e. Date of joining & leaving from previous employer
    - f. Copy of Passport in case of International Workers(it should contain Nationality, Passport number, Country of issue, Date of issue, Valid up to)
  3. Below mentioned KYC (Know Your Customer) Documents
    - a. Copy of PAN
    - b. Copy of Aadhaar Card.
    - c. Signed Cancelled Cheque with your name printed on it (In case your name is not printed on the Cheque, please attach last 3 months bank statement along with the Cheque)
  4. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948[1] you will need to enroll for ESIC ( Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
    - a. 3 Post card size (4X7) photographs of yourselfOr
    - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.
- \*Please check the company policy for the applicable limit
5. 4 recent Passport size Photograph
    - a. One for Genpact ID card
    - b. One for opening a new account if you do not have an one with ICICI/HDFC/Axis
    - c. Two for PAN card application if you do not have one

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**ANNEXURE - II**  
**COMPENSATION DETAILS**

<b>NAME</b>	Ramya Shree . D
<b>BAND</b>	5B
<b>DESIGNATION</b>	Senior Associate
<b>LOCATION</b>	India>Bangalore>Bangalore Surya Park IN - Office
<b>COMPONENTS</b>	<b>AMOUNT (PER ANNUM)</b>
BASIC PAY	255,000.00
EMPLOYER CONTRIBUTION TO PF	30,600.00
HOUSING RENT ALLOWANCE	64,400.00
<b>FIXED PAY</b>	<b>350,000.00</b>
<b>ANNUAL PERFORMANCE BONUS*(APB)</b>	<b>7200</b>
<b>PERFORMANCE/PRODUCTION LINKED INCENTIVE(VIC)**</b>	<b>AMOUNT (PER ANNUM)</b>
Best Performer	60,000.00
Average Performer	35,500.00
Low Performer	0.00
<b>Total Earning Potential</b>	<b>Amount (Per Annum)</b>
Best Performer	410,000.00
Average Performer	385,500.00
Low Performer	350,000.00
<b>Benefits</b>	<b>Amount (Per Annum)</b>
Life Insurance Including Employee Deposit Linked Insurance Scheme(EDLIS)	As per Act
Personal Accident/Disability Insurance (For Employee)	10,00,000.00
Medical Insurance (For Employee)	100,000.00
Interest Free Soft Loan (Post 6 Months)	10,000.00
Out Patient Medical Facilities at Office	Free

For Genpact India Pvt. Ltd.

Ritu Bhatia  
Senior Vice President-HR

Accepted and Agreed

Ramya Shree . D

Genpact India Private Limited  
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Company Contribution ESIC	As per Act
Gratuity	12,260.00
<b>Other Attractions</b>	
Parichay (Employee Referral Scheme)	As Per Scheme
Rewards & Recognition	As Per Performance
Education@Work : Professional Advancement Programs	As Per Scheme
Concierge Services	Subsidized Rates

**Notes:**

\* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

\*\*Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) In such cases; Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("**PBA**") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes.
- Any revision to your annual compensation will be effective from April of the subsequent year if your date of joining is September 30 or earlier. If your date of joining is between October 1 and December 31, you will not be eligible for compensation review in the forthcoming year. You will, however, be eligible to participate in the compensation review process in the year after and therefore, your remuneration has been fixed after due consideration of the foregoing.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.
- The Company reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and will be communicated to you when such change becomes applicable.
- Any employee deduction will be governed by applicable legislations and prevalent Company Policy and will be subject to change.

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Dear Ramya Shree . D,  
Welcome to Genpact!

This letter is in furtherance to your Offer Letter / LOI / Appointment Letter dated May 4, 2023  
In order to make your on-boarding to Genpact seamless and compliant with the various laws related to Provident Fund (PF) and Employees' State Insurance (ESIC), **it is mandatory for you to submit the below mentioned documents and details before/on your joining date:**

- Copy of recently downloaded E-Aadhaar Card
- Copy of confirmation screenshot of KYC verification on Aadhaar from the member portal\*
- Copy of self-attested cancelled cheque (*\*\*if you are eligible for ESIC enrolment as per government norms*)
- Copy of E-Aadhaar card for dependents and nominees for ESIC
- Insured Person number (\*\*IP number) of any existing ESIC account where you are enrolled, in case you were eligible for ESIC benefit in your previous organization.
- Active Mobile number

\* SOPs to facilitate e-KYC confirmation from the member portal have been attached with this communication.

\*\*The ESI section are applicable only for the employees whose CTC is not exceeding beyond 2.6 lakhs which does not include overtime, bonus, leave encashment are liable to avail this scheme.  
if your CTC is more than 2.6 lakhs. you may ignore the same.

The above documents/details are required and shall be obtained, stored and processed by Genpact strictly on a need to know basis as required for statutory requirements pertaining to compensation and benefits. Your records and information will be kept secure and handled strictly in accordance with the Genpact Data Privacy Policy.

We would encourage you to refer to the Standard Operating Procedure (SOP) attached here with, for help and guidance in procuring the above documents/details. [Click Here](#)

Wishing you all the best!

**Note: Failure to furnish the above-mentioned documents and details at the time of joining might lead to delay in your joining date**

Please sign and return a copy of this letter to confirm your understanding and agreement to the requirements of your onboarding as stated above, which are in addition to those as may be provided in your Offer Letter / LOI / Appointment Letter and other communications from time to time.

Regards,  
Genpact Hiring Team

**Accepted and Agreed**

**Ramya Shree . D**

**Genpact India Private Limited**  
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Date: May 4, 2023  
Harshavardhan C  
Bangalore

Dear Harsha

**Sub: Appointment letter**

We are pleased to offer you an appointment with Genpact ("Company") as **Senior Associate** under the following terms and conditions:

**TERMS AND CONDITIONS**

1. Your annual Cost to Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **India>Bangalore>Bangalore Surya Park IN - Office**. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any of its associated or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The guest house can be availed for a period of 15 days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs. 250 for a period of 24 Months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. As a Precondition to employment with the Company, It is mandatory for you to obtain registration at the National Skills Registry developed by NASSCOM and furnish proof of registration at the time of joining. Such registration with the National Skills Registry enables the company to assess your credentials from the standpoint of Personal, Academic and career information. The registration also secures your identity and credentials from potential misuse as well as offers increased security for the company.
5. The Company will be working 7 days a week, 24 hours a day. Your shift timings may vary as per business requirement will be duly communicated to you in advance. You will be expected to attend office week unless otherwise required or communicated by the Company, except while travelling on business – as assigned to you by your supervisors. Weekly offs and holidays will be governed as per applicable legislations and the relevant Company Policies.
6. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
7. You will be entitled to leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
8. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.

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