



**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.

  
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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 -**

<b>Description</b>	<b>Monthly</b> (Rs. per month)	<b>Annual</b> (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.**

*Shruti*  
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BANGALORE



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.

  
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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

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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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*.

  
 REGISTRAR  


**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

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.

Signature \_\_\_\_\_ Name Yash Kumar 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.

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#### 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.

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#### 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*.

  
 REGISTRAR  


- 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.

  
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BANGALORE

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 -**

<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/-....

*Sanne*  
REGISTRAR  
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BANGALORE

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.**

*Shruti*  
REGISTRAR  
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BANGALORE



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

  
 REGISTRAR  




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.

  
REGISTRAR  


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

*Srinivas*  
REGISTRAR  
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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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*

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

\_\_\_\_\_  
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.

Nidhi Thakur

\_\_\_\_\_  
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.

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.

  
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BANGALORE

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	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/-....

*Sanne*  
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BANGALORE

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.**

*Shruti*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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.

  
REGISTRAR  


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

*Srinivas*  
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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**

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



**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*

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

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.

Signature \_\_\_\_\_ Name Vishwas Gowda H 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://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.

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.

  
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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/-....

*Sanne*  
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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.**

*Jane*  
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BANGALORE



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.

  
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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

*Srinivas*  
REGISTRAR  
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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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.

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#### 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.

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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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/-....

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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.**

*Shruti*  
REGISTRAR  
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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

*Irfan Hussain*  
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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.

  
REGISTRAR  


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

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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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*

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

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.

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#### 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.

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#### 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.

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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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/-....

*Deeksha*  
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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.**

*Jane*  
REGISTRAR  
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BANGALORE



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

  
 REGISTRAR  


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.

*[Signature]*  
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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

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REGISTRAR  
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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar





**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.

#### 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.

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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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.**

*Jane*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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.

  
REGISTRAR  




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

*Srinivas*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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**

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



**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.

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#### 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.

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#### 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://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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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.**

*Shruti*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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

  
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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.

  
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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

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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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.

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#### 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:  
*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. Madhumitha K**  
**#263/24 Lakshmi Nilaya Ambikanagar**  
**Arisinakunte Nelamangala Bangalore, 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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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/-....

*Shruti*  
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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.**

*Jane*  
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BANGALORE



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.

  
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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

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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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

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.

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#### 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.

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#### 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.

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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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 -**

<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.**

*Jane*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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.

  
REGISTRAR  


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

*Srinivas*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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*.

  
 REGISTRAR  


**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.

#### 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.

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 , Sollaradama**  
**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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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 -

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/-....

*Deepa*  
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BANGALORE

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.**

*Jane*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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.

  
REGISTRAR  


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

*Srinivas*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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.

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#### 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*.

  
 REGISTRAR  


- 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.

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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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 -**

<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/-....

*Nune*  
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BANGALORE

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.**

*Shruti*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE



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.

  
REGISTRAR  


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

*Srinivas*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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.

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#### 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.

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#### 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.

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.

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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 -**

<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.**

*Shruti*  
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PRESIDENCY UNIVERSITY  
BANGALORE





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

  
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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.

  
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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

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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**

*Sanjeev*  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE  
Registrar



**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.

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#### 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.

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#### 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.

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

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

**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
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  
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BANGALORE



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Uttar Pradesh 201304

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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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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

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Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**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
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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.

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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.

  
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Uttar Pradesh 201304

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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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Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**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 -

Components	Per Annum	Per Month
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Employer's Contribution to EPF	21,600	1,800
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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.

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Uttar Pradesh 201304

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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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Extramarks Education India Private Limited

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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>

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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

  
REGISTRAR

## Annexure - Pre-Joining Documentation

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REGISTRAR

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PRESIDENCY UNIVERSITY  
BANGALORE

**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 -

<b>Components</b>	<b>Per Annum</b>	<b>Per Month</b>
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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

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Sector 136, Noida, Gautam Budh Nagar,  
Uttar Pradesh 201304

**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 -

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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

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REGISTRAR

PRESIDENCY UNIVERSITY  
BANGALORE

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**

A handwritten signature in green ink that reads "Sushil" and a circular blue stamp. The stamp contains the text "REGISTRAR" at the top, "Presidency University" around the inner border, "Registrar" in the center, and "BANGALORE" at the bottom.

**Annexure 1**

**Date:** 31-10-2022

**Name:** J Shyam Prasad

**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 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**

A handwritten signature in green ink that reads "Sujay" and a circular blue stamp. The stamp contains the text "REGISTRAR" at the top, "Presidency University" around the inner border, "Registrar" in the center, and "BANGALORE" at the bottom.

**Annexure 1**

**Date:** 31-10-2022

**Name:** Sujay Sajjan R 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
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LTA	11,875	990
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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 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
Mediclaim: 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 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

  
 REGISTRAR  


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
Mediclaime: INR2,00,000 for self and dependents

  
 REGISTRAR  


Sar utha ke jiyo!

Sar utha ke jiyo!



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

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

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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

  
 REGISTRAR  


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.

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 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
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 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.

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: Rudresh M

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

  
REGISTRAR  
PRESIDENCY UNIVERSITY  
BANGALORE

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
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  
 Medclaim: INR2,00,000 for self and dependents

  
 REGISTRAR  




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 700 347  
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}}

*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 700 034*  
*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.

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>

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 700 537

Telephone: +91 (33) 6620 9018,

Email id: [pwcscdc@xa.pwc.com](mailto:pwcscdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>

CIN: U72200WB2010PTC142115





<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 **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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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**

{{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

{{Sig\_es\_:signer2:signature}}

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

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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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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<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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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 SDG), 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

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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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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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## 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.

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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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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 SDG), 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.

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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## 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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<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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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 SDG), 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.

**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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Email id: [pwcsdc@xa.pwc.com](mailto:pwcsdc@xa.pwc.com) Website: <https://www.pwc.in/sdc.html>  
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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## 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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### 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**

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

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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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,

Sonakshi

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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.

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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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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**

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.

**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.

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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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## 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.

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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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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**

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.

**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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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.

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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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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## 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.

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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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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**

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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## 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

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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: **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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<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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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**

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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## 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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### 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**

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.

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





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}}

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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: **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), 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

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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.

Kavya K Gowda

\_\_\_\_\_  
Name

{{Sig\_es\_:signer2:signature}}

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

PricewaterhouseCoopers Service Delivery Center (Kolkata) Private Limited  
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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

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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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### 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 SDG), 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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## 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.

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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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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 SDG), 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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CIN: U72200WB2010PTC142115







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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### 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 SDG), 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.

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





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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