

## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

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# **Metric 6.5.1**

Internal Quality Assurance Cell (IQAC) has contributed significantly for institutionalizing the quality assurance strategies and processes. It reviews teaching learning process, structures & methodologies of operations and learning outcomes at periodic intervals and records the incremental improvement in

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# A. Teaching Learning Process

Academic Calendar 2022-23





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	Academic Calendar (First Half 2022-2023)							
S. N.	Date	Occasion						
1	2 <sup>nd</sup> May 2022	Commencement of MBA II & IV as per the circular of						
		University, Govt.						
2	8 <sup>th</sup> Aug – 13 <sup>th</sup> Aug 2022	Mid Term Exam Sem II & IV						
3	15 August 2022	Independence Day						
4	5 <sup>th</sup> Sept 2022	Teacher's day celebration (Online)						
5	31st Aug 2022	Ganesh Chaturthi						
6	13 <sup>th</sup> Aug 2022	End of 3 <sup>rd</sup> semester regular classes						
7	19 <sup>th</sup> Aug – 21 <sup>st</sup> Sep 2022	SPPU Semester Examination as per SSPU Time Table						
8	2 <sup>nd</sup> Oct 2022	Gandhi Jayanti						
9	12 <sup>th</sup> Nov 2022	Foundation Day						
10	26 <sup>th</sup> Nov 2022	Constitution Day Celebrations						

	Academic Calendar (Second Half 2022-2023)							
S. N.	Date	Occasion						
1	10 <sup>th</sup> Nov 2022	Commencement of Regular Classes 1st Semester						
2	14 <sup>th</sup> Jan 2022	Kite Festival						
3	26 <sup>th</sup> Jan 2022	Republic day						
4	5 <sup>th</sup> Feb 2022	Blood Donation						
5	19 <sup>th</sup> Feb 2022	Chatrapati Shivaji Maharaj Jayanti						
6	8 <sup>th</sup> March 2023	International Women's Day						
7	20 <sup>th</sup> Mar- 26 <sup>th</sup> March 2023	Vista 2K23						
8	28 <sup>th</sup> Feb - 5 <sup>th</sup> March 2023	Mid Term Examinationon Sem I & III						
9	3 <sup>rd</sup> March 2023	Conclusion of semester						
10	8 <sup>th</sup> Mar- 18 <sup>th</sup> Apr 2023	SPPU Semester Examination as per SSPU Time Table						

Director Sai Balaji Education Society's Sai Balaji Internationa - intute of Management Stiences Pune

> Dr. LK Tripathy Director SBIIMS, Pune



Campus Address: Sr #54 (1+2/1), Nere Dattawadi, Near Hinjawadi Infoteh Park, Pune - 411033. Tel.: (020) 66547534

Email: admissions@saibalaii.org Website: www.sbiims.com



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# **Induction Program Report**



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# **EVENT REPORT**

## Saibalaji International Institute of Management Sciences

### **MBA Batch 2022-24 Induction Program Report**

Dates: September 5th, 2022 - September 24th, 2022

Participants: MBA Batch 2022-24 students, faculty members, dignitaries

### **Program Highlights:**

- Orientation Ceremony: The program commenced on September 5th, 2022, marking the foundation for the MBA Batch 2022-24. The ceremony was graced by Mr. Vinay Malshe, Vice President-Talent Acquisition at Dentsu, as the Guest of Honour.
- Welcome Addresses: Valuable guidance and motivational speeches were delivered by Prof. Manish R. Mundada (Founder President, SaiBalaji Education Society), Dr. L.K. Tripathy (Director, SBIIMS), Dr. Vilas Kulkarni (Director General, SBES), and Dr. Mayanka Sharma (Director, IIMHRD). The faculty members also extended a warm welcome to the new batch.
- Induction Activities: A range of engaging activities were conducted throughout the program, including tree plantation, guest lectures, management games, talent hunt, and treasure hunt. These activities aimed to:
  - o Help students overcome stage fright and boost their confidence.
  - Encourage them to step outside their comfort zones and become more extroverted.
  - o Foster teamwork and collaboration by having students help each other.
  - o Provide opportunities for learning and personal growth.

#### **Outcomes:**

The induction program successfully facilitated a smooth transition for the new MBA batch into academic life. Students participated enthusiastically in all the events, forging strong bonds and



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developing valuable skills like communication, teamwork, and leadership. This program laid the foundation for a successful academic journey for the MBA Batch 2022-24.





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# **Session Plan**

Program	MBA		Faculty	Dr A B Gadekar			Course/ Subject	Financial Manag	ement			
Semester	П		Credits	2			Course Code	202				
Division	all			3 (contact hours- 30)			Nature of course	core				
Course Outcomes												
Core Text Book	ext • Financial Management – Ravi M. Kishor											
Reference Books	Financial Management – I.     Financial Management – Principle											
						Plar	ned Count	t		Actual	Count	
Unit no.	Торіс	Subtopic	Teaching Learning Activity (TLA)	Details of TLA	L (Lecture)	T (Tutorial)	P (Practice)	Dates (no of lectures on a date are in bracket)	L	Т	P	Dates
1	Business Finance:	Business Finance: Introduction to Business Finance, Meaning and Definition of Financial Management, Objectives of Financial Management- (Profit Maximization and Wealth Maximization), Modern Approach to Financial Management- (Investment Decision, Financing Decision, Dividend Policy Decision), Finance and its relation with other disciplines, Functions of Finance Manager	Discussio n	Discussion with examples	2	1	0		2	1	0	
2	Techniques of Financial Statement Analysis	Introduction, Objectives of financial statement analysis, various techniques of analysis viz Common Size Statements, Comparative Statements, Trend Analysis, Ratio Analysis, Funds Flow	Discussio n	Discussion with examples	1	3	5		1	3	5	

Statement & Cash Flow Statement

4	Capital Structure	Meaning and Factors affecting Capital Structure, Different sources of finance. Concept and measurement of Cost of Capital (measurement of Specific Cost and WACC), Trading on Equity, Concept of Leverages and its types its types.	Discussio n	Discussion with examples	1	2	3	1	2	3	
5	Capital Budgeting:	Meaning, Definition of Capital Budgeting, Time value of money. Tools of evaluation of the project based on traditional techniques and modern techniques - ARR, Payback Period, Discounted Payback Period, NPV, PI & IRR		Discussion with examples	2	3	3	2	3	3	
	Total L,T,P					11	14	8	11	14	

Assessment details									
Continuous Assessment no.	Type of Assessment	Maximu m Marks	Tentative Date	Actual Date	Course Outcome				
1	Assignment - Problem	10			CO1				
2	Assignment II - Problem	10			CO1,2				
3	MCQ TEST	30			CO1,2				
4	EXTERNAL (SPPU)	50	NA	NA	NA				
	Total Marks	100							
	Average of CA-1 & CA-3	10	NA	NA	NA				
	Total Marks	100							

	Ac	tual Conta	ct Hours			
L/T/P	Count	Contact hours	Remarks	L/T/P	Count	Contact hours
L	8	8	2T/P = 1L	L	8	8
T	11	11	21/F – 1L	T	11	11
P	14	14		P	14	14
	Total contact hours	33		Total con	tact hours	33



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# Smart Class, lab, Library Photos



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## **Photo of classroom with ICT Facilities**











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## **Photo of Computer Lab**









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## **Photo of Library Facilities**











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# **University Result Summary**

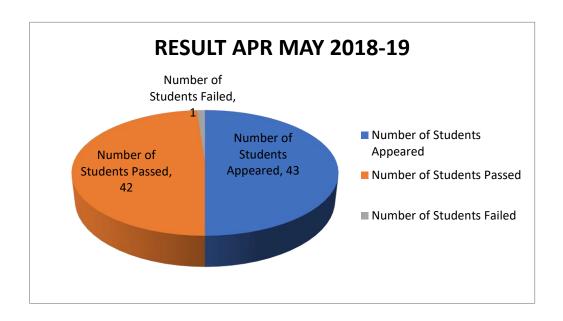


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# SAVITRIBAI PHULE PUNE UNIVERSITY, PUNE MBA EXAMINATION APR MAY 2018-19 RESULT ANALYSIS

Number of Students Appeared	43
Number of Students Passed	42
Number of Students Failed	01
Percentage of result	97.68





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# **B.** Research

**Research Vision 2025** 



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> > **Research Vision 2025**

SBIIMS Research Vision 2025: Spearheading Innovation and Impact

**Preamble** 

SaiBalaji International Institute of Management Science (SBIIMS) aspires to be a leading hub

for impactful and high-quality research in management sciences. This vision document outlines

our commitment to fostering a vibrant research ecosystem that empowers faculty, students, and

industry partners to address contemporary business challenges and contribute meaningfully to

the advancement of knowledge.

**Core Research Attributes** 

**Publication Excellence:** We are committed to generating a steady stream of high-

caliber research, aiming for a minimum of three publications per faculty member per

year in prestigious, peer-reviewed journals indexed in prestigious databases like UGC

Care, Scopus, and Web of Science.

Collaborative Spirit: We believe in the power of collaboration. We will actively

promote interdisciplinary and collaborative research endeavors, fostering partnerships

between faculty, students (MBA & Ph.D.), and industry professionals to tackle complex

issues and generate practical solutions.

Knowledge Dissemination: We are dedicated to disseminating research findings

through various avenues. We plan to establish our research journal, "SAIBALAJI

INTERNATIONAL JOURNAL OF MANAGEMENT SCIENCES," on a user-friendly

online platform in 2022, increasing accessibility and impact. Additionally, we aim to

organize impactful national and international conferences and workshops.





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- 4. **Industry Engagement:** Real-world application is key. We will strive to bridge the gap between academia and industry by encouraging research projects that address critical industry needs.
- 5. **Case Study Compendium:** Sharing practical insights is invaluable. In 2024, we aim to publish a series of edited books titled "Cases in Management" with reputed national and international publishers, showcasing exemplary case studies for insightful learning.
- 6. **ABDC Recognition:** Publishing in top-tier journals is a mark of excellence. Starting in the academic year 2023-24, we target to have research papers published in ABDC-listed journals, specifically B and C categories.
- 7. **Doctoral Excellence:** Nurturing future scholars is crucial. We aim to have all our inhouse faculty members recognized as Ph.D. guides by the end of 2022. This will pave the way for establishing SBIIMS as a sought-after research center attracting a strong pool of Ph.D. students.
- 8. **Prestigious Recognition:** We aspire to achieve the prestigious recognition of having our research journal, "SAIBALAJI INTERNATIONAL JOURNAL OF MANAGEMENT SCIENCES," included in the UGC Care Journal List by the end of 2025.
- 9. **Securing Research Funding:** Funding fuels innovation. We aim to secure at least one research project by the end of 2025 funded by government agencies (SPPU/AICTE/ICSSR etc.) or non-government entities (industry/NGOs etc.).
- 10. **Enriching Pedagogy:** Research informs teaching. Our faculty members will actively contribute to curriculum development and engage in writing textbooks and reference books in their areas of expertise. We aim to have at least one textbook/reference book



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published by each faculty member by the end of 2024, fostering a rich learning environment.

SBIIMS' Research Vision 2025 serves as a roadmap for achieving excellence in research. We are dedicated to fostering a culture of intellectual inquiry, collaboration, and innovation. Through this vision, we aim to establish SBIIMS as a leading research institution, contributing significantly to the advancement of knowledge and shaping the future of management practices.

Sai Balaji Education Scriety's Sai Balaji Internationa - intute of Management Sciences Pune





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# **International Conference Report**



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Anvesh-2023 International conference on - Role of sustainability and innovation in this era of disruption.

Date: January 20th and 21st, 2023

**Introduction:** In the contemporary landscape marked by rapid technological advancements, geopolitical shifts, and environmental challenges, the business world is facing unprecedented disruptions. The convergence of these factors necessitates a reevaluation of traditional business models and the integration of sustainability and innovation.

**Event Overview:** International conference on the role of sustainability and innovation in this era of disruption was held in Sai Balaji International Institute of Management Sciences on 20<sup>th</sup> and 21<sup>st</sup> January 2023. The topic of the conference has a very broad scope and is immensely important for the coming future. Therefore the conference was very important and informative.

**Activities:** 

Sustainability Activities: Energy Efficiency Audits: Conduct energy audits to identify areas for improvement and implement energy-efficient technologies and practices.

Waste Reduction Initiatives: Implement recycling programs and encourage waste reduction through proper disposal and reuse practices.

Green Procurement: Prioritize purchasing products and services from environmentally responsible suppliers and those with sustainable practices.

Carbon Footprint Reduction: Track and work to reduce the carbon footprint by promoting telecommuting, using energy-efficient appliances, and investing in renewable energy sources



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## **Innovation Activities:**

Innovation Hackathons: Organize hackathons or innovation challenges to encourage employees or community members to generate creative solutions to specific problems.



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Cross-Functional Collaboration: Foster collaboration between different departments or sectors to encourage diverse perspectives and innovative thinking.

Innovation Labs: Establish dedicated spaces or programs where employees can experiment with new ideas and technologies.

Open Innovation Platforms: Create platforms for open innovation, allowing external individuals or organizations to contribute ideas and solutions

**Feedback:** All the activities held because of the conference were very interesting and informative for the coming future as the coming times are very futuristic and deals with advanced things like Artificial Intelligence (AI) and the innovation and development is continuous.

<u>Conclusion:</u> All the activities held were very productive and all the members actively participated.

Attendance: - 65 Students attended the activity.

Sai Balaji Education Society's Sai Balaji Internationa autute of Management Sciences

Dr. L.K. Tripathy

Director





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# Journals, Books and Databases

The institution has subscription of following e-resources:
1) E-Journals 2)Shodhganga Membership 3)E-Books 4)Databases

Expenditure for purchase of books/e-books and subscription to journals/e-journals during the year 2022-23 (INR in Lakhs)

Year	Library Resources	If yes, details of memberships/sub scriptions	Expenditure on subscription to e-journals, e-books (INR in Lakhs)	Total Library Expenditure	Link to the relevant document
2022-23	Books	72		29,090	
	Magazines	08		18,832	
	Newspapers	70		26,950	
	E-Journals	DELNET (5000+E- Journals)		19,470	https://delnet.in/
	E-Books	DELNET			https://delnet.in/
	Databases	DELNET			https://delnet.in/
	Shodhganga	Yes			https://shodhganga.inflibnet.ac.in/
	National Digital Library of India	Yes			https://ndl.iitkgp.ac.in/



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# **Sample Faculty Certificates**



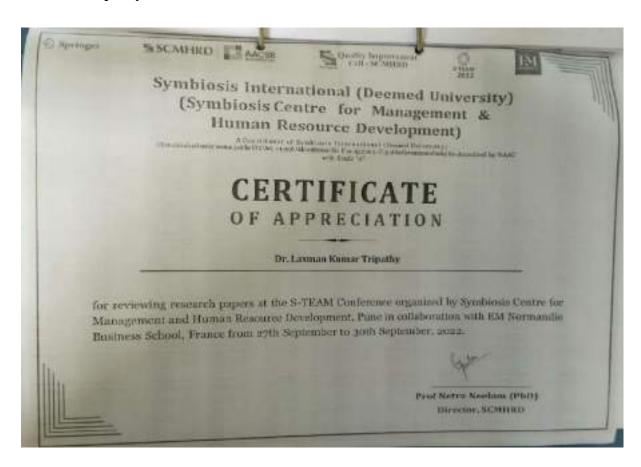
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# **Sample Faculty Certificates**

### Dr. L.K. Tripathy





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#### Dr. Ashutosh gadekar



# PARTICIPATION CERTIFICATE

This is to certify that

Mr. Ashutosh & B Gadokar

has participated in

Online Faculty Development Programme on Analytics

conducted from August 17, 2020 - August 21, 2020 by IIM Visakhapatnam

Prof. Bhargab Chattopadhyay - Programme Director Prof. Shivshanker Singh Patel - Programme Co-Director

Digitally signed by MYLAVARAPU MYLAVARAPU CHANDRASEK CHANDRASEKHAR Date: 2020.09.21 HAR 18:01:58 +05'30"

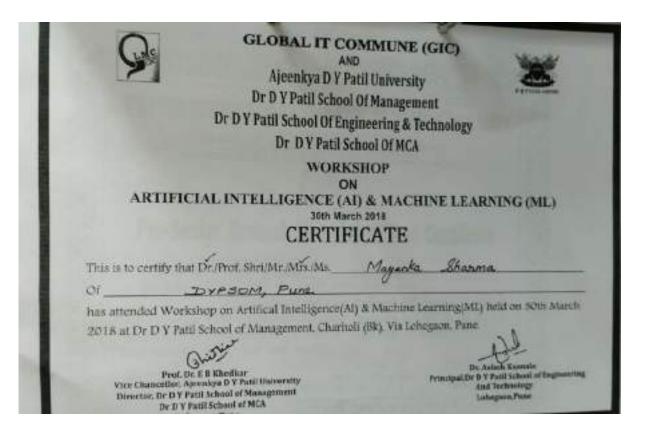
> Prof. M. Chandrasekhar Director



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#### Dr. Mayanka Sharma







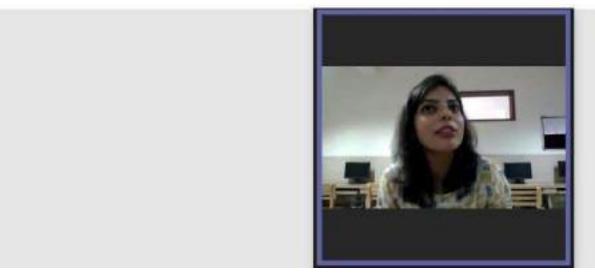
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### Prof. Rohini Nikam







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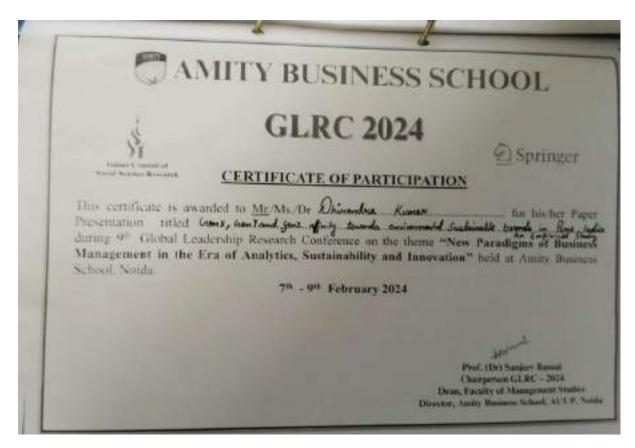


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### Dr. Dhirendra Kumar



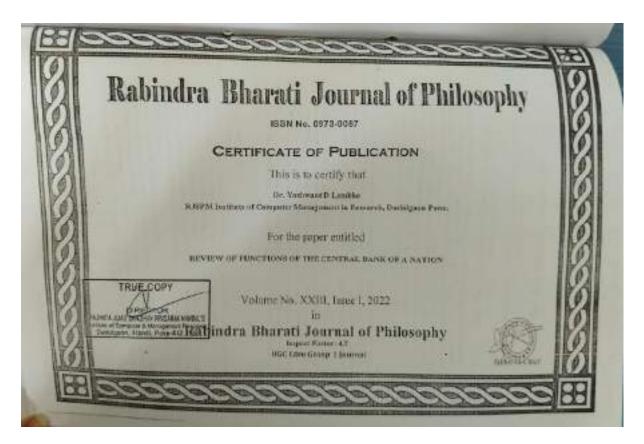


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### Dr. Yashwant D. Lembhe





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### Dr. Lavakush Singh





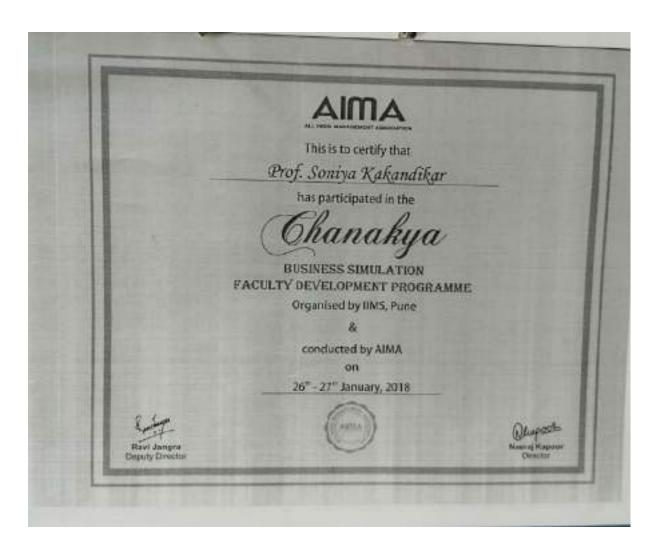


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### Prof. Soniya Kakandikar





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### Dr. Rishikaysh Kaakandikar



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For the Year 2023



ABSTRACTING AND INDEXING





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(Established, May 1958) Chanda Shikshan Prasarak Mandal's STD Office Campus :255823 : 276852

### JANATA MAHAVIDYALAYA, CHANDRAPUR

(Affiliated to Gondwana University, Gadchiroli)

(NAAC RE- accreditation Grade 'B++' with CGPA 2.95)

(Arts Commerce & Science: U.G. P.G. & Jr. Courses)

Post Box No.137, CIVIL LINES, CHANDRAPUR-442401 (MAHARASHTRA)

E-mail: prijmvchd@gmail.com Website: janatamhycha.org

Dr. M. Subhas M.Sc. Ph.D. Principal

Ref No: JMV/ 7763 / 2021-2022

Date: 08-03-2022

To Dr. Rishikaysh Kaakandikar Associate Professor Department of Management Zeal College of Engineering and Research Narhe, Pune

### Letter of Appreciation

Respected Sir,

Thank you so much for accepting our invitation as a Resource Person and adding value to the online National e-Seminar on Commerce Management on the Topic "Personal Finance for Secure Life" organized by Department of Commerce of this College on 07th March, 2022.

We have been immensely benefited by your experience and expertise. We expect your cooperation and contribution in our future endeavor also.

Vice Principal Dept. of Commerce Janata Mahavidyalaya, Chandrapur With warm regards,

Principal Janata Mahavidyalaya Chandrapur



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# In-house Ph.D. Guide Summary



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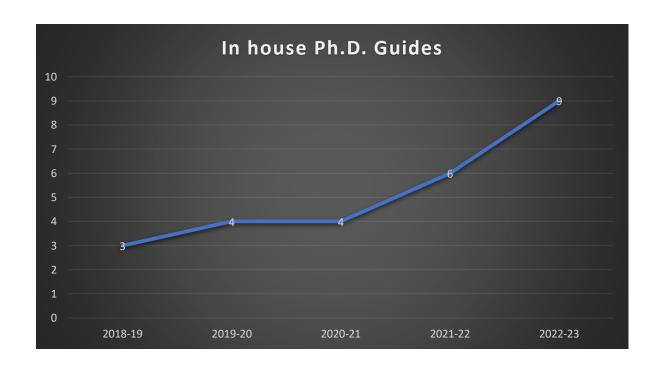


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# Number of full time teachers with NET/SET/SLET/Ph.D./D.Sc./ D.Litt./L.L.D year wise during the last five years.

Year	In house Ph.D. Guides
2018-19	3
2019-20	4
2020-21	4
2021-22	6
2022-23	9





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# **Sample Faculty Publications**



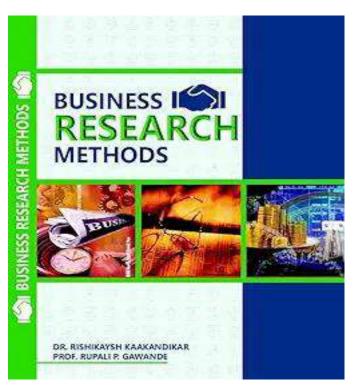
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### **Sample faculty Publications**

### Dr. Rishikaysh Kaakandikar





Rishbaych Koshamithar Rupal Gesterde

Navigating Management Challenges: Strategies for Effective Leadership



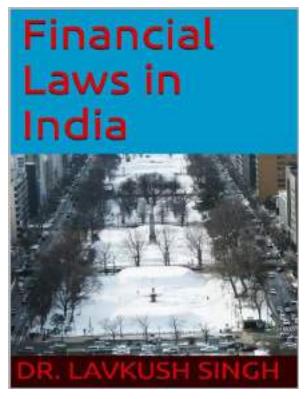


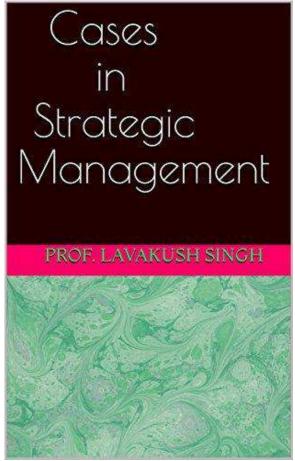
# L INSTITUTE OF MANAGEMENT SCIENCES SELIMS

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### Dr. Lavkush Singh



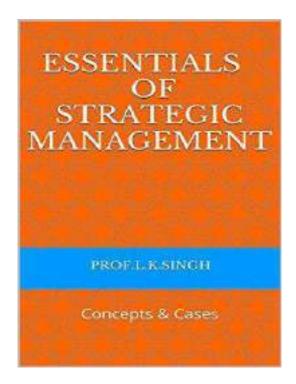


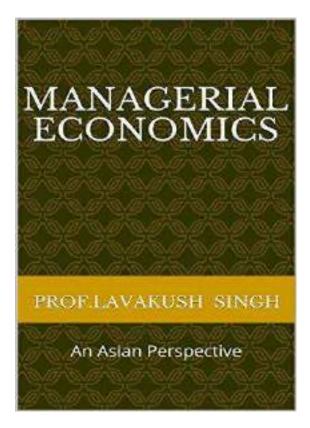


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# **Patents**

# Patent Publications

(22) Date of filing of Application :16/03/2021

(21) Application No.202121011203 A

(43) Publication Date: 09/04/2021

### (54) Title of the invention: SYSTEM AND METHOD FOR DELIVERING MARKETING MESSAGES

(51) International classification  (31) Priority Document No (32) Priority Date (33) Name of priority country (86) International Application No Filing Date (87) International Publication No (61) Patent of Addition to Application Number	H04L0029080000, G06Q0050000000, A63B0071060000, H04W0004029000 :NA :NA :NA :NA :NA :NA	(71)Name of Applicant:  1)Dr. MAYANKA SHARMA Address of Applicant: Saibalaji International Institute of Management Sciences, Pune, Maharashtra 411033, India Maharashtra India 2)MANISH R MUNDADA (72)Name of Inventor: 1)Dr. MAYANKA SHARMA 2)MANISH R MUNDADA
Filing Date	:NA	
(62) Divisional to Application Number	:NA	
Filing Date	:NA	

(7) Abstract:

ABSTRACT SYSTEM AND METHOD FOR DELIVERING MARKETING MESSAGES An advertising system (100) for delivering marketing messages to a user based on purchasing behavior pattern as well as location of the user, the system (100) comprising: location detector (110) to detect the location of the user; an advertising server (104) in communication with the location detector (110), wherein the advertising server (104) comprises; a controller (116) connected to the location detector (110), the controller (116) is configured to: receive a real time real-time geographical location of the user from the location detector (110); perform data crawling to determine purchasing behavior of the user; create a first list of outlets (106a-106n) based on the purchasing behavior of the user; compare the location of the outlets (106a-106n) of the first list with the real-time geographical location of the user to shortlist the outlets (106a-106n); generate a notification based on the shortlisted outlets (106a-106n); and transmit the generated notification.

No. of Pages: 20 No. of Claims: 10

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# OFFICIAL JOURNAL OF THE PATENT OFFICE

निर्गमन सं. 27/2022 ISSUE NO. 27/2022

शुक्रवार FRIDAY दिनांकः 08/07/2022

DATE: 08/07/2022

### पेटेंट कार्यालय का एक प्रकाशन PUBLICATION OF THE PATENT OFFICE

The Patent Office Journal No. 27/2022 Dated 08/07/2022

42690

(12) PATENT APPLICATION PUBLICATION

(19) INDIA

(22) Date of filing of Application :20/06/2022

(21) Application No.202221035320 A

(43) Publication Date: 08/07/2022

#### (54) Title of the invention: AI-MEDIATED KNOWLEDGE SHARING EXCHANGE OF HRM PRACTICES: CAUSES AND EFFECTS TOWARDS A CONCEPTUAL MODEL

-G06O0010060000 -G06O0010100000 (51) International G06N0005040000, G06N0005020000, H04W0004210000 classification

(86) International Application No. :NA Filing Date (87) International : NA Publication No. (61) Patent of Addition to Application Number :NA Filing Date (62) Divisional to :NA Application Number Filing Date

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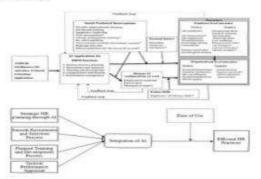
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(57) Abstract:

Al-Mediated Knowledge Sharing Exchange of HRM Practices; Causes and Effects towards a Conceptual Model Abstract: Increased acceptance of artificial intelligence (AI) enabled human resource management (HRM) has shifted from producing functional applications to actively engaging employees in their use of such systems. 
Employees communicate explicit and tacit information utilising an AI-mediated knowledge sharing (AI-MKS) exchange using HRM-focused AI applications. 
However, there exists inadequate understanding of the antecedents and results of such an AI-MKS exchange. Evidence on this topic is timely as growing research points to mixed (positive and negative) implications of such technological adoption. Therefore, this research applies a dual review technique, wherein a narrative review accompanies a systematic literature analysis to construct a theoretical model for understanding the causes and effects of an AI-mediated knowledge-sharing exchange using AI-enabled HRM apps. We incorporate the theoretical literature on knowledge sharing, HRM, and AI-mediated social exchange for creating our theoretical model. See including the causes are produced to the production of model. Specifically, the systematic literature review points to an individual, social, technological, and organisational level antecedents of knowledge sharing, which interact with various types of an Al-MKS social exchange to deliver high levels of personalization, hyperpersonalization, and individualization for employees as well as deliver HR effectiveness.



No. of Pages: 12 No. of Claims: 5

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### Patent Search

Invention Title	GREEN HUMAN RESOURCE MANAGEMENT PRACTICES FRAMEWORK FOR HEALTHCARE ORGANIZATIONS UNDER STRES	SFUL COVID-1
Publication Number	49/2021	
Publication Date	03/12/2021	
Publication Type	INA	
Application Number	202111053472	
Application Filing Date	21/11/2021	
Priority Number		
Priority Country		
Priority Date		
Field Of Invention	COMPUTER SCIENCE	
Classification (IPC)	G06Q0010100000, G06Q0010060000, G06Q0050220000, G16H0040200000, A61B0005047600	
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### Abstract:

The present invention relates to a green human resource management practices framework for healthcare organizations under stressful covid-19. Qualitative and qu GHRM approaches are adopted for the COVID19 study. Initially, a comprehensive approach to GHRM practices for COVID19 is allowed. Semi structured interviews were with HR experts in the healthcare sector with primary and secondary care centers such as government, private sectors, on profit organizations and military sectors. The analysis approaches were employed for the data collected from various organizations. The hypothesis of the study was approached by the quantitative approach by contentions from various HR from various healthcare organizations during COVID19.

#### Complete Specification

The present invention relates to a method to green human resource management practices framework for healthcare organizations under stressful covid-19 Prior Art:

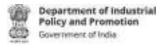
In developing markets, Green human capital is one of the crucial predominant determinants for corporate citizenship practices and corporate social obligation (CSR). Associations should give greater need to their CSR rehearses while including a workforce, to upgrade the authoritative picture in the public. It has been eluded that the positive connection among GHRM and CSR will reflect socially and ecologically mindful pictures for the association in a more prominent way.

Objective of the invention

The primary object of the present invention is to provide a green human resource management practices framework for healthcare organizations under stressful covid-19

Summary of the invention:

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### Patent Search

Invention Title	FINANCIAL MARKET DATA ESTABLISHMENT FOR EFFECTIVE FINANCE DATA SYSTEM
Publication Number	51/2021
Publication Date	17/12/2021
Publication Type	INA
Application Number	202111056642
Application Filing Date	06/12/2021
Priority Number	
Priority Country	
Priority Date	
Field Of Invention	COMPUTER SCIENCE
Classification (IPC)	G06Q0040040000, G06Q0040060000, G06Q0040000000, H04N0021235000, G06F0016953500
Inventor	

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Dharini Raje Sisodia	Assistant Professor, Army Institute of Management and Technology, Greater Noida	India

### Abstract:

The present invention relates to a financial market data establishment for effective finance data system. Herein matching engine message stream generator of an ele exchange platform generates protocol-specific market data messages use and includes a first interface created on a reconfigurable logic device that receives matchin message(s) with a source specific format from a matching engine. Based on a set of pre-defined conditions, the first interface filters out and discards messages of sou format. The message stream generator further includes a buffer on the logic device that stores undiscarded messages of source specific format. The message stream also includes logic on the logic device that converts stored message(s) in source specific format into a market data message in a standardized format and generates a market data messages having that standardized format. The message stream generator includes a second interface on the logic device that transmits the stream of c market data messages.

#### Complete Specification

The present invention relates to a financial market data establishment for effective finance data system.

#### Prior Art:

This section is intended to provide a background to the various embodiments of the present invention that are described in this disclosure. The description herein r include concepts that could be pursued, but are not necessarily ones that have been previously conceived or pursued. Therefore, unless otherwise indicated herein described in this section is not prior art to the description and/or claims of this disclosure and is not admitted to be prior art by the mere inclusion in this section.

An automated exchange typically receives order input data, in the form of data messages, from external devices used by traders, or brokers. The traders, or brokers orders and/or quotes (or alterations/cancellations thereof) to the automated exchange for purposes of trading. In this context, an order is a request to sell or buy a instrument from any trading participant of the automated exchange and a "quote" may be an "offer" price, a "bid" price, or a combination of both an "offer" and "bid of a financial instrument, and is determined from quotations made by trading participants (or dealers).

As can be seen from the above, data transmission between external devices connected to the exchange and vice versa constitutes an important aspect of the electric communication between related parties. Efficient and reliable exchange of information between connected devices enables the processing of data to achieve useful

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#### Patent Search

	Patent Search	
Invention Title	Conceptual framework on Employee moral satisfaction in work place	
Publication Number	05/2022	
Publication Date	04/02/2022	
Publication Type	INA	
Application Number	202141058982	
Application Filing Date	17/12/2021	
Priority Number		
Priority Country		
Priority Date		
Field Of Invention	COMPUTER SCIENCE	
Classification (IPC)	G06Q0010060000, G06Q0010100000, G06Q0030020000, G06F0021440000, G06Q0050000000	
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#### Abstract:

Conceptual framework on Employee moral satisfaction in work place Abstract: People who are happy at work are more likely to be productive for their employer. Employers affects workplace morale, which in turn affects how well they work. Article: This one is a conceptual one that discusses the factors that influence employee how different researchers have altered the way this research is conducted. In this article, which is intended to spark new research ideas, there are numerous connect between employee morale and productivity. Employee morale is a topic that the author attempts to comprehend by considering numerous points of view, ideas, and This research's conclusion section will be used in the workplace for the benefit of employees and to increase their satisfaction with the company. The most important determining how well the workforce collaborates is how well they perform their jobs. The purpose of this research is to create a conceptual framework of factors that job performance. This report was created using data from other sources. All three major factors that influence how well people perform their jobs are directly related performance, but rewards have only a minor impact on all three.

#### **Complete Specification**

#### Claims:CLAIMS

- 1. Conceptual framework on Employee moral satisfaction in work place Find out what factors are thought to affect job performance in order to improve productivity business.
- 2. Conceptual framework on Employee moral satisfaction in work place of claim 1, wherein said that proposed method examining job performance variables and developing a conceptual framework.
- 3. Conceptual framework on Employee moral satisfaction in work place of claim 1, wherein said the main goal of this study is to determine the factors affecting wor job performance.
- 4. Conceptual framework on Employee moral satisfaction in work place of claim 1, wherein said Skills development is critical to the organization's success.
- 5. Conceptual framework on Employee moral satisfaction in work place of claim 1, wherein said that Skills, job satisfaction, and motivation are important factors in increasing job performance, it has been found.

Description:Descriptions:

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	Patent Search	
Invention Title	NEW AND INNOVATIVE BUSINESS MODELS HAVE A HUGE EFFECT ON INCREASING STAKEHOLDER INVOLVEMENT AND IMPROPERFORMANCE OF ORGANIZATIONS	OVING THE
Publication Number	42/2022	
Publication Date	21/10/2022	
Publication Type	INA	
Application Number	202211059321	
Application Filing Date	17/10/2022	
Priority Number		
Priority Country		
Priority Date		
Field Of Invention	COMPUTER SCIENCE	
Classification (IPC)	G06Q0010060000, G06Q0010100000, G06Q0050180000, G06Q0030020000, G06Q0010000000	
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Dr.Rishikaysh Kaakandikar	Associate Professor Zeal College of Engineering and Research Narhe Pune Pin:411041 Maharashtra India	India
Dr.Sachin Chavan	Professor Zeal College of Engineering and Research Narhe Pune Pin:411041 Maharashtra India	India
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Dr. Harikumar Pallathadka	Director and Professor Manipur International University, Ghari, Imphal, Imphal West, Imphal Pin: 795140 Manipur India	India

Name	Address	Country
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Dr.K.BHASKAR	Assistant Professor of Political Science Government City College (A), Nayapul, Hyderabad, Pin:500002 Telangana India	India
Dr Suman Roy Barman	PGT, Commerce Kirit Bikram Institution , Udaipur ,Gomati District, Tripura Pin:799120 Tripura India	India
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Dr. Harikumar Pallathadka	Director and Professor Manipur International University, Ghari, Imphal, Imphal West, Imphal Pin: 795140 Manipur India	India

#### Abstract:

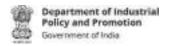
The manner in which stakeholders are approached should be altered. This method was intended to aid businesses in earning the trust of stakeholders who can have impact on the implementation of their business strategy. Experts now concur on one point: organisations must interact with the customers they serve. However, the organisations continue to view adoption as a low-risk, low-reward activity for their company's reputation. Companies are supposed to engage with their stakeholders where everyone may benefit, such as research and development, market expansion, sales, and sustainability. In today's fast-paced business environment, stakeholde gaining importance. Consequently, businesses are under increased pressure to include these groups in their commercial decisions. However, the majority of earlier listakeholder engagement has concentrated on large firms, and the benefits of stakeholder engagement are often observed in only one development sector. This these therefore about the formation of smaller-scale businesses. It analyses the various ways in which incorporating stakeholders might contribute to a company's growth. objective of this paper is to add new information to the study of environmentally friendly innovative concepts from the perspective of a business model. We noticed to on sustainable innovation typically overlooks the fact that for businesses to successfully commercialise sustainability innovations, they must combine a value proposi organisation of the upstream and downstream value chain as well as a financial model. By analysing and contrasting what has previously been published about these was determined. In order to determine the current condition of business models in the context of long-term technical, organisational, and social advancements, we current tereion. Given that there is no single idea that incorporates all sustainable business models, there is no universal definition of sustainability. In our earlier reseatablished a number of "boundary requirements" that business models must sati

### Complete Specification

#### DESCRIPTIONS

In an era of unprecedented openness and political and social change, corporations are rethinking their social responsibilities. Governments and non-profit organisa asking businesses to join them in establishing a more equitable and sustainable economy and society. This is anticipated to persist. More than ever, businesses must demonstrate their contributions to the communities in which they operate and make place for fresh ideas and perspectives in their operations. This is the situation competition has increased. Formerly, an annual meeting with stakeholder representatives was adequate, but this is no longer the case. This strategy of guaranteein businesses can keep up with the rate of change is ineffective. According to the conclusions of this study, stakeholder engagement must evolve from a fundamental of a strategic focus that permeates all parts of a company's operations and incorporates feedback and input from a variety of stakeholders. This study suggests that stakeholders should not be included in decision-making just to check a box indicating "done." This shift will require more than a streamlined procedure or cutting-eccengagement technology. It is essential to understand the broader context of stakeholder engagement, the opinions of a broader spectrum of stakeholders, and the interdependence between stakeholder input and company strategy. As predicted by BSR, the future is bright for businesses that adopt stakeholder thinking to becomore collaborative, inclusive, and strategic. Organizations that value the whole range of stakeholder contributions, including expertise, credibility, and social networ well as opportunities to innovate and engage with stakeholders to solve challenges that affect everyone. They feel that a more networked world is essential to compand adapt to systemic change, and they wish to include those who can affect the organization's operations from outside their immediate circles. They believe a more networked environment will help them analyse and manage systemic change more effec

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# C. Student Development

Certification Report - FIN, HR, **MKT** 



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### **EVENT REPORT**

**Event Name:** Certification Course

Certification Course: Financial Products for Asset & Wealth Management

Certification Program: Financial Products with reference to Asset Management & Wealth

Management

Dates: November 3rd, 10th, 17th, 24th, 2022

**Duration:** 30 hours

Resource Person: Prof. Savita Bodke

Participants: 123

This report summarizes a four-day certification course held in November 2022 on financial products relevant to asset and wealth management. Led by Prof. Savita Bodke, the 30-hour program equipped 123 participants with in-depth knowledge of financial instruments used in these sectors.

The course content likely covered various investment products, asset allocation strategies, risk management techniques, and wealth management principles. Through Prof. Bodke's guidance, participants gained a comprehensive understanding of this critical financial domain.

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# **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Equity research, capital market and introduction to derivatives

market

Dates: November 5th, 12th, 19th, 26th, 2022

**Duration:** 30 hours

Resource Person: prof. S. krishnan

Participants: 109

This report details a four-week certification program conducted in November 2022. The 30-hour course, led by Prof. S. Krishna, provided 109 participants with a comprehensive foundation in equity research, capital markets, and derivatives.

The curriculum likely covered fundamental and technical analysis techniques used in equity research, the functioning of capital markets with a focus on instruments like stocks and bonds, and an introduction to derivatives like options and futures. Through Prof. Krishna's expertise, participants gained valuable insights into these core financial concepts.

This program successfully equipped aspiring finance professionals with the knowledge and tools needed to navigate these dynamic market segments.

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Dr. L.K. Tripathy Director



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### **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Advance logistic cost management

Dates: October 1st, 8th, 15th, 29th, 2022

**Duration:** 30 hours

Resource Person: prof. PM Rao

Participants: 110

This report summarizes a four-week certification program held in October 2022 on advanced logistic cost management principles. Led by Prof. PM Rao, the 30-hour course equipped 110 participants with advanced strategies to optimize and control logistics costs within a supply chain.

The program likely delved into areas such as cost analysis techniques for transportation, warehousing, inventory management, and other logistics functions. Participants gained knowledge of cost drivers, cost reduction strategies, and methods for implementing effective cost control measures in logistics operations.

By attending this event, professionals gained valuable expertise to streamline their supply chains and improve profitability through efficient cost management practices.

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### **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Marketing specialization workshop on channel sales on OEM in auto

sector with reference to companies like MRF, Exide etc

Dates: March 8th,15th, 21th, 29th 2023

**Duration:** 30 hours

Resource Person: Dr. Ashok Kumar

Participants: 111

This report details a four-week certification workshop held in March 2023, focusing on channel sales strategies for Original Equipment Manufacturers (OEMs) in the Indian auto sector. Led by Dr. Ashok Kumar, the 30-hour program equipped 111 participants with specialized

knowledge on marketing and selling auto parts and vehicles through dealership networks.

The workshop likely covered critical aspects of channel sales in the auto industry, including:

- Manufacturer-dealer relations and network management
- Sales & marketing strategies for OEMs
- Understanding the role of channel partners like MRF and Exide
- Optimizing channel sales performance

Through Dr. Kumar's guidance, participants gained valuable insights into this unique marketing specialization within the automotive sector. This program aimed to equip them with the tools and knowledge to navigate the complexities of channel sales and achieve success for auto manufacturers.

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Director

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### **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Financial product and fundamentals of banking operations is planned

Dates: May 6th, 13th, 20th, 27th 2023

**Duration:** 30 hours

Resource Person: Prof. S. Kriashnan

Participants: 123

This report summarizes a four-week certification course held in May 2023 on financial products and the fundamentals of banking operations. Led by Prof. S. Krishnan, the 30-hour program equipped 123 participants with a strong foundation in these critical financial areas.

The curriculum explored various financial products like deposits, loans, investments, and insurance. Participants gained insights into the core functions of banks, including deposit taking, lending, and money creation. Key banking regulations and risk management practices were also examined.

Through Prof. Krishnan's expertise, participants gained valuable knowledge and skills to navigate the world of finance and banking. This program provided a solid foundation for careers in banking, financial services, or for individuals seeking a deeper understanding of how financial products and banks operate.

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# **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Workshop emerging trends in HR for HR specialization student

Dates: February 4th, 11th, 25th, & March 4th 2023

**Duration:** 30 hours

Resource Person: Dr. Dhruva Bhargava

**Participants:** 7

This report summarizes a four-week certification workshop held in February and March 2023, focusing on emerging trends in Human Resources (HR). Led by Dr. Dhruva Bhargava, the 30-hour program provided a valuable learning experience for a dedicated group of seven HR specialization students.

The workshop likely delved into critical trends shaping the future of HR, including:

- The rise of Artificial Intelligence and its impact on recruitment, talent management, and employee engagement
- Evolving employee expectations around work-life balance, remote work, and diversity
   & inclusion
- The growing importance of data analytics in HR decision-making and performance management

Through Dr. Bhargava's guidance, participants gained insights into these trends and explored strategies for HR professionals to adapt and thrive in this dynamic environment. This workshop equipped them with the knowledge and skills to become future-ready HR specialists.

Despite the smaller group size, the program fostered a focused learning environment where students could actively engage and discuss the changing landscape of HR.



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### **EVENT REPORT**

**Event Name:** Certification Course

**Certification Program:** Marketing research and Analytics

Dates: March 11th, 18th, 25th, & April 1st 2023

**Duration:** 30 hours

Resource Person: Dr. Hitesh Motwani

Participants: 110

This report summarizes a four-week certification course held in March and April 2023 on marketing research and analytics. Led by Dr. Hitesh Motwani, the 30-hour program equipped 110 participants with valuable skills in understanding customer behavior, measuring marketing campaign effectiveness, and leveraging data to inform strategic marketing decisions.

The curriculum likely covered a range of topics, including:

- Market research methodologies: quantitative and qualitative research techniques, survey design, data collection methods
- Data analysis: data cleaning, descriptive statistics, hypothesis testing, correlation and regression analysis
- Marketing analytics tools: using software to analyze customer data, website traffic data, and social media metrics
- Applying marketing research and analytics to real-world marketing problems

Through Dr. Motwani's expertise, participants gained practical knowledge and hands-on experience in conducting marketing research and utilizing data analytics to gain a competitives advantage. This program positioned them to make data-driven marketing decisions and improve marketing campaign performance.



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### **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Project Management

**Dates:** January 7th, 14th, 21th, 28<sup>th</sup> 2023

**Duration:** 30 hours

Resource Person: prof. Rakesh Pathak

Participants: 248

This report summarizes a four-week certification course held in January 2023 on project management fundamentals. Led by Prof. Rakesh Pathak, the 30-hour program equipped a large group of 248 participants with the essential knowledge and skills to effectively manage projects.

The curriculum likely covered core project management principles, including:

- Project initiation: defining project scope, objectives, and deliverables
- Project planning: creating work breakdown structures, scheduling tasks, and estimating resources
- Project execution: managing teams, tracking progress, monitoring risks, and controlling budgets
- Project monitoring and control: identifying and resolving issues, measuring performance, and adapting plans as needed
- Project closure: finalizing deliverables, evaluating project success, and learning from experiences

Through Prof. Pathak's guidance, participants gained a comprehensive understanding of the project management lifecycle and the tools and techniques needed to lead projects to successful completion. This program provided valuable training for individuals seeking careers in project



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management or those looking to enhance their project management skills within their current roles.

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### **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Purchasing and supply chain management

**Dates:** October 3th, 10th, 17th, 24<sup>th</sup> 2022

**Duration:** 30 hours

Resource Person: prof. PM Rao

Participants: 2

This report summarizes a four-week certification course held in October 2023 on purchasing and supply chain management principles. Led by Prof. PM Rao, the 30-hour program provided an intensive learning experience for a dedicated group of two participants.

While the small class size might have limited group discussions, Prof. Rao likely ensured a personalized learning experience. The curriculum likely covered essential topics in procurement and supply chain management, such as:

- Sourcing strategies: identifying and evaluating potential suppliers, negotiating contracts
- Inventory management: optimizing stock levels to balance cost and availability
- Logistics and transportation: managing the flow of goods from suppliers to customers
- Risk management: identifying and mitigating potential disruptions in the supply chain

Through Prof. Rao's expertise, participants gained valuable knowledge and practical skills to excel in purchasing and supply chain roles. Despite the smaller group, this program equipped them with the tools and strategies needed to optimize procurement processes and ensure efficient supply chain management.

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Director
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Director
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### **EVENT REPORT**

**Event Name:** Certification Course

Certification Program: Labour Law Compliance

**Dates:** January 7th, 14th, 21th, 28th 2023

**Duration:** 30 hours

Resource Person: Mr. Vilas Kulkarni

**Participants:** 7

This report summarizes a four-week certification course held in January 2023 on labour law compliance in India. Led by Mr. Vilas Kulkarni, the 30-hour program equipped a focused group of seven participants with the knowledge and skills necessary to navigate the complexities of Indian labour law.

The curriculum likely covered a comprehensive range of topics, including:

- Key labour laws in India, such as the Industrial Disputes Act, the Minimum Wages Act, and the Factories Act
- Employee rights and obligations under labour law
- Employer responsibilities regarding wages, benefits, working conditions, and termination of employment
- Compliance procedures for various labour law regulations
- Strategies for maintaining a harmonious employer-employee relationship

Through Mr. Kulkarni's expertise, participants gained a practical understanding of how to ensure their workplaces adhere to Indian labour laws. This program provided valuable training for human resource professionals, managers, and business owners seeking to manage their workforce compliantly and mitigate legal risks.

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# Vista Techno-management Fest



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#### VISTA- Intercollegiate Techno-Cultural Management Fest

Every year SBES organizes Annual Techno-Cultural Management fest to provide platform for co-curricular like Case study, B-Plan, debate, Best out of waste, research paper presentation etc extracurricular like dance, singing, live band, mime, one act, nukkad natak etc sports events like football, basketball, cricket, marathon, duathlon etc

The Saibalaji Education Society organized a vibrant Techno Cultural management event on February, 2023, that brought together over 1000 enthusiastic participants. The event showcased diverse performances, demonstrating the rich talents of the students involved. The participants exhibited their skills in various art forms, creating an engaging and entertaining atmosphere.

The event was not just about competition; it was a platform for students to express themselves creatively, showcase their passion for art, and foster a sense of community within the Saibalaji Education Society. The participants not only gained valuable performance experience but also had the opportunity to enjoy the camaraderie and support of their peers.

Overall, the event organized by the Saibalaji Education Society on was a resounding success, filled with energy, talent, and excitement. The winners were recognized and rewarded for their exceptional performances, and all participants contributed to making the event a memorable and enjoyable experience for everyone involved. VISTA 2K23 ended on beautiful note with student awards and happy smiling faces. On the eve of VISTA 2K23, Live band performances, singing & dancing performances took place. In the presence of esteemed guests, participants excelled in all the aspects.

We would like to congratulate all the Coordinators, Volunteers, participants and award winners for their participation and achievements!



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#### **VISTA-2022**



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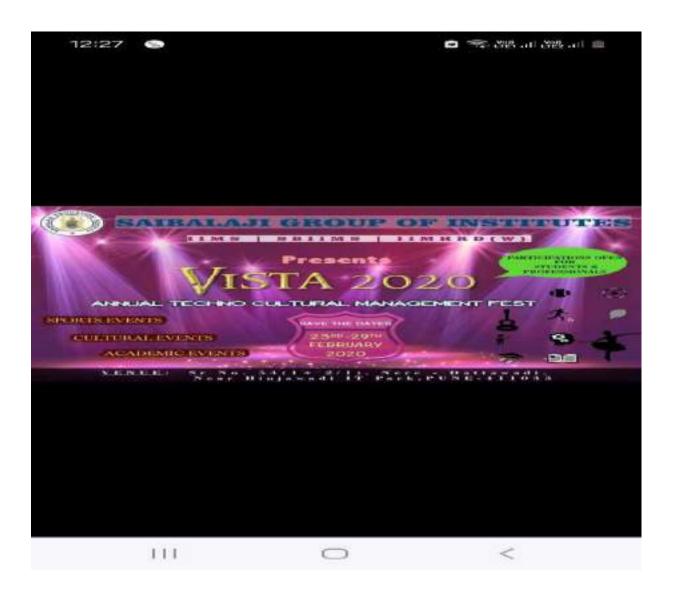




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# **Guest Lecture Report**



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#### REPORT ON GUEST LECTURES

Date: December 04, 2021

Time: 10:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

#### **Guest Speaker:**

Mr. Amit Innani , (CEO Boundless satisfaction, motivational speaker, transformational & leadership coach,pune.)

Mr. Capt. Nitin Joshi (founder and director, wisdom mine. behaviour transformation coach, author, pune.)

**Session 1: "Motivational Session Series"** 

#### Introduction:

The Industry-Academic Interface Sessions commenced with an invigorating workshop by Mr. Amit Innani, CEO of Boundless Satisfaction, a Motivational Speaker, Transformational & Leadership Coach based in Pune. The session, titled "Motivational Session Series," was designed as an activity-based workshop aimed at inspiring and empowering students through motivational insights and interactive exercises.

#### **Key Highlights:**

#### **Motivational Insights and Leadership Coaching:**

Mr. Amit Innani opened the session with motivational insights drawn from his experience as a transformational and leadership coach. He shared anecdotes and real-world examples to inspire students to unlock their full potential.

#### **Activity-Based Workshop:**

The workshop was structured around interactive activities designed to engage participants actively. Mr. Innani used various experiential exercises to convey motivational messages, encouraging participants to reflect on their goals and aspirations.

#### **Building Resilience and Overcoming Challenges:**

The session focused on the importance of building resilience in the face of challenges. Mr. Innani shared strategies for overcoming obstacles and maintaining a positive mindset even in the most demanding situations.

#### **Empowering Through Self-Discovery:**

Participants were guided through activities aimed at self-discovery. Mr. Innani encouraged students to identify their strengths, passions, and goals, fostering a deeper understanding of their personal and professional aspirations.

#### **Goal Setting and Action Planning:**

The workshop included practical exercises on goal setting and action planning. Students were encouraged to set realistic and achievable goals, with Mr. Innani providing guidance on the steps needed to turn aspirations into reality.

#### Interactive Discussions and Q&A:

The workshop encouraged open dialogue, with participants actively participating in discussions. A Q&A session allowed students to seek personalized advice and insights from Mr. Innani, fostering a dynamic and interactive learning environment.

#### **Impactful Learning Experience:**

The activity-based nature of the workshop ensured that students actively engaged with the material and absorbed motivational insights in a practical and experiential manner. The combination of inspirational messages and hands-on activities created an impactful learning experience.

#### **Conclusion:**

Mr. Amit Innani's "Motivational Session Series" workshop provided students with a transformative experience, blending motivational insights with practical activities. The session aimed not only to inspire but also to equip students with the tools and mindset needed to navigate challenges and pursue their goals. The Industry-Academic Interface

series continues to enrich the learning journey of students by bringing in experienced professionals to share valuable perspectives and skills.

#### Session 2: "Time Management - Productivity, Efficiency & Performance"

#### Introduction:

The Industry-Academic Interface Sessions continued with a highly insightful session by Mr. Capt. Nitin Joshi, Founder and Director of Wisdom Mine, a Behavior Transformation Coach, and Author based in Pune. The session focused on the critical theme of "Time Management - Productivity, Efficiency & Performance," providing students with valuable insights into optimizing their time for enhanced productivity.

#### **Key Highlights:**

#### **Understanding the Importance of Time Management:**

Mr. Capt. Nitin Joshi initiated the session by emphasizing the pivotal role of effective time management in personal and professional success. He highlighted the impact of efficient time utilization on productivity and overall performance.

#### **Behavior Transformation and Time Optimization:**

The session delved into the concept of behavior transformation in the context of time management. Mr. Joshi shared strategies for identifying and transforming behaviors that may hinder effective time utilization.

#### **Practical Techniques for Time Optimization:**

Various practical techniques and tools for time optimization were discussed. Mr. Joshi provided actionable insights into prioritization, task delegation, and the importance of setting clear goals to maximize efficiency.

#### **Balancing Work and Personal Life:**

The session addressed the challenge of balancing work and personal life. Mr. Joshi shared strategies for creating a harmonious balance, ensuring that time is allocated effectively to both professional and personal commitments.

#### **Performance Enhancement Through Time Management:**

The link between effective time management and enhanced performance was explored. Mr. Joshi discussed how individuals can leverage time optimization techniques to achieve higher levels of success and accomplishment.

#### **Interactive Workshop and Activities:**

The session incorporated interactive workshops and activities designed to engage students actively. Practical exercises allowed participants to apply time management principles in real-life scenarios, reinforcing the concepts discussed.

#### **Q&A** and Student Interaction:

The session concluded with a Q&A segment where students had the opportunity to seek clarification, share their experiences, and ask specific questions related to time management. Mr. Joshi's responses provided valuable insights tailored to the students' queries.

#### **Conclusion:**

Mr. Capt. Nitin Joshi's session on "Time Management - Productivity, Efficiency & Performance" delivered valuable insights and practical techniques for optimizing time in both personal and professional spheres. The interactive nature of the session allowed students to actively engage with the material, fostering a deeper understanding of effective time management practices. The Industry-Academic Interface series continues to bring experienced professionals to guide students on crucial aspects of their academic and future professional journeys.

#### **Images of the Session:**





# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Goyt. of India

#### REPORT ON GUEST LECTURES

Date: March 05, 2022

Time: 9:30 AM - 11:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Behzad Randeria (Certified Life and Executive Coach,

Motivational Speaker, Leadership trainer, Pune.)

Session 1: Motivational Session: "DAR KE AAGEY JEET HAI - OVERCOMING FEAR"

#### Introduction:

The Industry-Academic Interface series featured an empowering motivational session on "DAR KE AAGEY JEET HAI - OVERCOMING FEAR" conducted by Mr. Behzad Randeria, a Certified Life and Executive Coach, Motivational Speaker, and Leadership Trainer based in Pune. The session aimed to inspire students to overcome fear and embrace success in both their academic and professional pursuits.

#### **Speaker Profile:**

Mr. Behzad Randeria, with his expertise as a Certified Life and Executive Coach, brought a wealth of knowledge to the motivational session. As a seasoned Motivational Speaker and Leadership Trainer, his goal was to empower individuals to confront and conquer their fears.

#### **Key Highlights:**

#### **Understanding the Nature of Fear:**

Mr. Behzad Randeria initiated the session by delving into the nature of fear. He provided insights into the various types of fears individuals may encounter and the impact these fears can have on personal and professional growth.

#### **Shifting Mindset from Fear to Opportunity:**

The session focused on shifting mindset from fear to viewing challenges as opportunities. Mr. Randeria shared strategies for reframing negative thoughts, cultivating a positive mindset, and embracing fear as a catalyst for growth.

#### **Practical Tools for Overcoming Fear:**

Practical tools and techniques were introduced to help participants overcome fear. Mr. Behzad Randeria discussed visualization exercises, positive affirmations, and mindfulness practices to empower individuals in facing and conquering their fears.

#### **Building Resilience and Confidence:**

The motivational session emphasized the importance of building resilience and confidence. Mr. Randeria shared personal anecdotes and practical tips on developing resilience, boosting self-confidence, and navigating challenges with a strong and positive demeanor.

#### **Realizing Personal and Professional Potential:**

The overarching theme of the session was to inspire participants to realize their full potential. Mr. Behzad Randeria encouraged individuals to step outside their comfort zones, take calculated risks, and pursue their goals with confidence and determination.

#### Interactive Session:

The session concluded with an interactive segment, allowing participants to engage directly with Mr. Behzad Randeria. Attendees had the opportunity to ask questions, share their own experiences, and seek personalized advice on overcoming specific fears.

#### **Conclusion:**

"DAR KE AAGEY JEET HAI - OVERCOMING FEAR" by Mr. Behzad Randeria proved to be a transformative motivational session. Participants gained valuable insights and practical tools to confront and conquer their fears, setting a positive tone for their academic and professional journeys. The Industry-Academic Interface series successfully integrated motivational elements to inspire and empower individuals as they navigate challenges and strive for success.

#### **Images of the Session:**



# SAIBALAJI GROUP OF INSTITUTES

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### INDUSTRY ACADEMIA INTERFACE

Batch: 2021-2023

"Dar ke Aagey jeet hai - Overcoming Fear"



### Ms. Behzad Randeria

Certified Life and Executive Coach, Motivational Speaker, Leadership trainer, Pune.

9.30 AM to II.00 AM, HMS Pune



### SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

**Date: January 08, 2022** 

Time: 10:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

#### **Guest Speaker:**

Ms. Rashmi Marathe (Motivational Speaker, most loved international soft skills, life skills, personality and behavioral trainer, Pune)

Mr. Sashi Sudhanshu (Founder and CEO, SENJOY & Founder - Talkad, Pune)

Session 1: "Train Your Brain"

#### Introduction:

The Industry-Academic Interface Sessions featured a captivating session by Ms. Rashmi Marathe, a renowned Motivational Speaker and internationally acclaimed trainer specializing in soft skills, life skills, personality, and behavioral development. The session focused on the intriguing topic, "Train Your Brain," aimed at providing students with valuable insights into the power of mental conditioning and cognitive training.

#### **Key Highlights:**

#### Mind Conditioning Techniques:

Ms. Rashmi Marathe began the session by introducing various mind conditioning techniques. She emphasized the importance of understanding and harnessing the power of one's mind to achieve personal and professional goals.

#### **Neuroplasticity and Brain Training:**

The session delved into the concept of neuroplasticity, highlighting the brain's ability to reorganize itself and form new neural connections. Ms. Marathe explained how

individuals can actively participate in brain training to enhance cognitive abilities and adapt to changing circumstances.

#### Positive Affirmations and Visualization:

Practical tools such as positive affirmations and visualization were explored. Ms. Marathe guided students on incorporating these techniques into their daily routines to cultivate a positive mindset and overcome challenges.

#### **Emotional Intelligence and Mindfulness:**

The importance of emotional intelligence and mindfulness in brain training was discussed. Students gained insights into managing emotions effectively, fostering self-awareness, and cultivating a mindful approach to decision-making.

#### **Practical Exercises and Activities:**

To enhance engagement, Ms. Rashmi Marathe incorporated practical exercises and interactive activities. Students actively participated in exercises designed to stimulate cognitive functions, enhance concentration, and promote mental agility.

#### **Goal Setting and Growth Mindset:**

The session concluded with a discussion on goal setting and adopting a growth mindset. Ms. Marathe shared strategies for setting achievable goals and cultivating a mindset that embraces challenges and views failures as opportunities for learning and growth.

#### **Interactive Q&A Session:**

The session concluded with an interactive Q&A session where students had the opportunity to seek clarification, share their experiences, and ask specific questions related to brain training and personal development.

#### **Conclusion:**

Ms. Rashmi Marathe's session on "Train Your Brain" provided students with valuable insights into the transformative power of mind conditioning. The interactive and practical nature of the session allowed students to apply the learned concepts in real-life situations. The Industry-Academic Interface series continues to bring eminent speakers who contribute significantly to the holistic development of students, bridging the gap between academia and industry expertise.

#### Session 2: "Design, Thinking, and Entrepreneurship"

#### Introduction:

The Industry-Academic Interface Sessions continued with an enlightening session by Mr. Sashi Sudhanshu, Founder and CEO of SENJOY and Founder of Talkad, Pune. The session centered around the theme "Design, Thinking, and Entrepreneurship," offering students valuable insights into the intersection of design principles and entrepreneurial endeavors.

#### **Key Highlights:**

#### **Introduction to Design Thinking:**

Mr. Sashi Sudhanshu initiated the session by introducing the concept of design thinking. He emphasized its significance in problem-solving, innovation, and the entrepreneurial process.

#### **Understanding User-Centric Design:**

The session delved into the importance of user-centric design in product development. Mr. Sudhanshu discussed how empathizing with users' needs and preferences plays a crucial role in creating successful products and services.

#### The Role of Creativity in Entrepreneurship:

Creativity's pivotal role in entrepreneurship was explored. Mr. Sudhanshu shared anecdotes and examples illustrating how creative thinking can drive innovation, giving entrepreneurs a competitive edge in the market.

#### **Building a Culture of Innovation:**

The session addressed how entrepreneurs can foster a culture of innovation within their organizations. Mr. Sudhanshu discussed strategies for encouraging creativity, risktaking, and continuous improvement.

#### **Practical Applications of Design Thinking:**

To provide a practical perspective, Mr. Sashi Sudhanshu shared case studies and real-world examples where design thinking principles were applied successfully. Students gained insights into how these principles can be implemented across diverse industries.

#### **Entrepreneurial Mindset and Adaptability:**

The session emphasized cultivating an entrepreneurial mindset characterized by adaptability and resilience. Mr. Sudhanshu discussed how entrepreneurs can navigate challenges, pivot when necessary, and stay ahead in dynamic business environments.

#### **Interactive Q&A Session:**

The session concluded with an interactive Q&A session, allowing students to engage directly with Mr. Sashi Sudhanshu. Attendees posed questions related to the practical application of design thinking in entrepreneurship, garnering additional insights from the experienced speaker.

#### Conclusion:

Mr. Sashi Sudhanshu's session on "Design, Thinking, and Entrepreneurship" provided students with a holistic understanding of how design principles intersect with entrepreneurial endeavors. The practical insights shared by the speaker equipped students with valuable knowledge applicable to their academic and future professional journeys. The Industry-Academic Interface series continues to be a platform for students to gain insights from industry leaders, fostering a bridge between academic learning and real-world experiences.

#### **Images of the Session:**





### SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: December 11, 2021

Time: 10:00 AM - 11:30 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Ms.Taninder Kaur (Corporate Trainer, Image Coach Erstwhile - HR

Head, Honeywell, Pune)

Session 1: "Personal Branding - The Secret Sauce of Success"

#### Introduction:

The Industry-Academic Interface Sessions kicked off with an interactive and engaging session by Ms. Taninder Kaur, a Corporate Trainer, Image Coach, and former HR Head at Honeywell, Pune. The session centered around the theme "Personal Branding - The Secret Sauce of Success," providing students with valuable insights into the significance of personal branding in achieving professional success.

#### **Key Highlights:**

#### **Introduction to Personal Branding:**

Ms. Taninder Kaur began the session by introducing the concept of personal branding and its critical role in shaping an individual's professional identity. She emphasized how personal branding goes beyond skills and qualifications, encompassing one's unique value proposition.

#### **Building an Authentic Personal Brand:**

The session delved into the importance of authenticity in personal branding. Ms. Kaur discussed how aligning personal values, strengths, and passions contributes to the development of an authentic personal brand that resonates with others.

#### **Key Elements of Personal Branding:**

Various elements of personal branding, including appearance, communication skills, and online presence, were explored. Ms. Kaur highlighted the significance of consistency in projecting a cohesive and memorable personal brand.

#### Interactive Activities and Games:

To enhance engagement, the session included interactive activities and games. Students actively participated in discussions, activities, and quick takeaways that reinforced key concepts related to personal branding.

#### **Crafting Elevator Pitches:**

Practical exercises involved students crafting and presenting their elevator pitches. Ms. Kaur provided constructive feedback, guiding students on refining their personal brand messaging for various professional situations.

#### **Online Presence and Social Media Strategies:**

The session addressed the importance of online presence and social media in personal branding. Ms. Kaur shared strategies for creating a positive and impactful online persona that aligns with professional goals.

#### **Highly Interactive Session:**

The highly interactive nature of the session allowed students to actively engage with the speaker, participate in discussions, and apply the principles of personal branding in real-time scenarios. The mix of activities and discussions created a dynamic learning environment.

#### Conclusion:

Ms. Taninder Kaur's session on "Personal Branding - The Secret Sauce of Success" provided students with actionable insights into crafting and enhancing their personal brand. The interactive format of the session ensured that students not only understood the theoretical aspects of personal branding but also had the opportunity to apply these concepts in practical scenarios. The Industry-Academic Interface series continues to bring industry experts to share valuable knowledge and bridge the gap between academic learning and real-world skills.

#### **Images of the Session:**



# SAIBALAJI GROUP OF INSTITUTES IIMS | SBIIMS | IIMHRD (W)

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### INDUSTRY ACADEMIA INTERFACE

Batch: 2021-23

### **Activity** based Workshop

Topic:

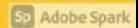
"Personal Branding - The Secret Sauce of Success"



### Ms. Taninder Kaur

Corporate Trainer, Image Coach Erstwhile HR Head, Honeywell, Pune

Venue - Paras Hall, SBIIMS Pune 11th Dec 2021, Saturday 10:00 AM to 11:30 PM





# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: September 11, 2021

Time: 12:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Praveen Gautam (Batch 2011-2013) (Assistant Vice President,

Business Intelligence, United Trust of India)

Mr. Ajay Dwivedi (Batch 2008-2010) (Assistant Manager, HR, Mahle Holding India Pvt.

Ltd.)

Mr. Maitrey Tahmankar (Batch 2014-2016) (Senior Analyst, Barclays Investment Bank)

Session 1: Alumni Interaction

#### Introduction:

The Industry-Academic Interface Sessions featured a compelling session on "Alumni Interaction," providing students with the opportunity to engage with successful alumni from diverse industries. The session included valuable insights from three distinguished alumni:

Mr. Praveen Gautam (Batch 2011-2013)

Assistant Vice President, Business Intelligence, United Trust of India

Mr. Ajay Dwivedi (Batch 2008-2010)

Assistant Manager, HR, Mahle Holding India Pvt. Ltd.

Mr. Maitrey Tahmankar (Batch 2014-2016)

Senior Analyst, Barclays Investment Bank

**Key Highlights:** 

#### **Professional Journeys and Career Progression:**

Each alumni speaker shared their unique professional journey, highlighting the key milestones and challenges they faced. They discussed how their education at the institution laid the foundation for their careers and contributed to their current roles.

#### **Industry Insights and Trends:**

The alumni provided insights into the current trends and challenges in their respective industries. They discussed the skills and competencies that are highly valued in the current job market, offering students a glimpse into the evolving dynamics of various sectors.

#### **Advice on Career Development:**

The speakers offered valuable advice on career development, emphasizing the importance of continuous learning, networking, and adapting to industry changes. They shared personal anecdotes and lessons learned throughout their professional journeys.

#### **Navigating Challenges in the Workplace:**

The alumni candidly discussed challenges they encountered in the workplace and how they overcame them. Their experiences provided students with practical insights on resilience, problem-solving, and building a successful career despite obstacles.

#### **Q&A Session:**

The session included a dynamic question and answer segment, allowing students to directly engage with the alumni. Participants had the opportunity to seek personalized advice, inquire about industry-specific challenges, and gain insights into the expectations of various sectors.

#### **Conclusion:**

The "Alumni Interaction" session proved to be an invaluable component of the Industry-Academic Interface series. The firsthand experiences and advice shared by Mr. Praveen Gautam, Mr. Ajay Dwivedi, and Mr. Maitrey Tahmankar provided students with practical insights into the professional landscape. The session reinforced the importance of networking, continuous learning, and resilience in achieving long-term career success. The Industry-Academic Interface series continues to bridge the gap between academia and industry, offering students mentorship and real-world perspectives from successful alumni.

#### **Images of the Session:**



## SAIBALAJI GROUP OF INSTITUTES

## Organises

### INDUSTRY ACADEMIA INTERFACE

Batch: 2021-2023

## Alumni Interaction



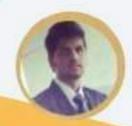
#### Mr. Praveen Gautam

Asst Vice President Business Intelligence, United Trust of India Batch 2011-13



### Mr. Ajay Dwivedi

Ph D in Economies, M Phil in Economies, B Ed from Pune University Assistant Manager HR, MAHLE Holding India Private Limited Batch 2008-10



## Mr. Maitrey Tahmankar

Senior Analyst Barclay's Investment Bank Batch 2014-16



11th September, 2021. Saturday, 12:00 Noon to 1:00 PM



## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: September 11, 2021

Time: 9:00 AM - 11:45 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Ms. Rashmi Marathe (Motivational Speaker, Most Loved International Soft Skills, Life Skills, Personality & Behavioral trainer Pune.)

#### Panel:

Mr. Anurag Konkar Marathoner, Head coach Sportshack, Sports Academy, Winner 2019 Ladakh Marathon.

Ms. Rucha Dhopeshwar International Judo Athlete, National Level Gold Medalist.

Mr. Yash Shah National Level Badminton Champion, Seasoned Winner.

Session 1: Activity-Based Motivational Session and Panel Discussion on "Management Through Sports"

#### Introduction:

The Industry-Academic Interface Sessions commenced with an impactful activity-based motivational session titled "GROW - Get Ready for Opportunities for the World" by Ms. Rashmi Marathe, a distinguished Motivational Speaker, and International Soft Skills Trainer based in Pune. The session was followed by a dynamic panel discussion on "Management Through Sports," featuring accomplished sports personalities: Mr. Anurag Konkar (Marathoner and Head Coach at Sportshack), Ms. Rucha Dhopeshwar (International Judo Athlete and National Level Gold Medalist), and Mr. Yash Shah (National Level Badminton Champion and Seasoned Winner).

#### **Key Highlights:**

#### **Activity-Based Motivational Session - GROW:**

Ms. Rashmi Marathe conducted a dynamic and interactive motivational session focusing on the theme "GROW - Get Ready for Opportunities for the World."

The session incorporated engaging activities and discussions aimed at inspiring participants to prepare for global opportunities, build essential skills, and embrace challenges.

#### Panel Discussion - "Management Through Sports":

The panel discussion explored the intersection of sports and management, highlighting the valuable lessons learned in sports that can be applied to leadership, teamwork, and personal growth.

Each sports personality shared their journey, emphasizing the transferable skills gained through sports and their relevance in the corporate world.

#### **Insights into Sports Leadership:**

Mr. Anurag Konkar, Ms. Rucha Dhopeshwar, and Mr. Yash Shah shared insights into sports leadership, discussing the importance of discipline, resilience, and teamwork in both sports and professional life.

They elaborated on how the principles imbibed through sports contribute to effective leadership and decision-making.

#### Interactive Q&A Session:

The session included a vibrant Q&A segment where students actively engaged with the motivational speaker and sports panelists. Participants sought advice on personal development, career choices, and strategies for success.

#### Conclusion:

The combination of the activity-based motivational session by Ms. Rashmi Marathe and the enlightening panel discussion with sports personalities enriched students' understanding of "Management Through Sports." The session not only motivated participants but also provided valuable insights into the universal principles of discipline, resilience, and teamwork that transcend both the sporting arena and the professional

world. The Industry-Academic Interface series continues to offer diverse and impactful sessions that contribute to the holistic development of students.

#### **Images of the Session:**





# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: November 13, 2021

Time: 9:30 AM - 12:30 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Avinash Anand Singh, (Transformational Coach, Corporate

trainer, Founder - Blue Dot Transform Consulting Pvt. Ltd. Pune)

Mr. Rajesh Joshi (Senior General Manager- \*Govind Milk & Milk

Products Pvt. Ltd.\* Pune.)

Session 1: Workshop on "Personality Development"

#### Introduction:

The Industry-Academic Interface Sessions commenced with an engaging workshop on "Personality Development" led by Mr. Avinash Anand Singh, a Transformational Coach, Corporate Trainer, and the Founder of Blue Dot Transform Consulting Pvt. Ltd. The session aimed to provide students with practical insights and tools for enhancing their personal and professional personas.

#### **Key Highlights:**

#### **Understanding Personality Development:**

Mr. Avinash Anand Singh began the workshop by defining the concept of personality development and its significance in personal and professional growth. He emphasized the role of self-awareness in the journey of personality enhancement.

#### **Exploration of Self-Awareness:**

The session delved into the importance of self-awareness in the process of personality development. Mr. Singh conducted exercises and activities to help participants explore their strengths, weaknesses, values, and areas for improvement.

#### **Building Confidence and Communication Skills:**

Practical strategies for building confidence and improving communication skills were discussed. Mr. Singh provided tips on effective verbal and non-verbal communication, empowering students to express themselves with clarity and conviction.

#### **Emotional Intelligence and Interpersonal Skills:**

The workshop touched upon the crucial aspects of emotional intelligence and interpersonal skills. Mr. Avinash Anand Singh shared insights on understanding emotions, managing interpersonal relationships, and fostering positive connections in both personal and professional spheres.

#### **Professional Etiquette and Personal Branding:**

The session included discussions on professional etiquette and the importance of personal branding. Participants gained insights into presenting themselves positively in various professional settings and cultivating a distinctive personal brand.

#### **Interactive Activities and Group Discussions:**

The workshop incorporated interactive activities and group discussions to ensure active participation. These activities allowed students to apply the concepts discussed and facilitated peer-to-peer learning.

#### **Q&A Session and Participant Engagement:**

The workshop concluded with a Q&A session where participants had the opportunity to seek clarification, share their experiences, and receive personalized advice from Mr. Avinash Anand Singh. The interactive nature of the session fostered participant engagement and ensured that the content was relevant to their individual needs.

#### **Conclusion:**

Mr. Avinash Anand Singh's workshop on "Personality Development" provided students with valuable insights and practical tools to enhance their personal and professional attributes. The interactive and experiential approach of the session allowed participants to actively engage in their own development journey. The Industry-Academic Interface series continues to empower students by connecting them with experienced professionals who share valuable knowledge and skills essential for their holistic growth.

#### Session 2: Industry Workshop on "Skill Set Requirement to Crack a Good Company -

#### **Industry Expectations**"

#### Introduction:

The Industry-Academic Interface Sessions continued with an insightful workshop on "Skill Set Requirement to Crack a Good Company - Industry Expectations" facilitated by Mr. Rajesh Joshi, Senior General Manager at Govind Milk & Milk Products Pvt. Ltd., Pune. The workshop aimed to provide students with a comprehensive understanding of the skill sets sought by industries and the expectations companies have from potential hires.

#### **Key Highlights:**

#### **Insights into Industry Expectations:**

Mr. Rajesh Joshi initiated the workshop by sharing his extensive industry experience and insights into what companies expect from prospective employees. He discussed the evolving landscape of skills that are highly valued in the current professional environment.

#### **Technical and Soft Skills:**

The session emphasized the importance of both technical and soft skills in the professional realm. Mr. Joshi provided a detailed overview of the technical competencies relevant to specific industries and highlighted the significance of soft skills such as communication, teamwork, and adaptability.

#### **Role-specific Skill Sets:**

Participants gained insights into industry-specific skill sets required for various roles. Mr. Joshi elaborated on the specific competencies that companies look for in candidates, tailoring the discussion to the diverse career paths students may pursue.

#### **Resume Building and Interview Techniques:**

Practical advice on resume building and interview techniques was a crucial part of the workshop. Mr. Rajesh Joshi guided students on crafting effective resumes that highlight their strengths and align with industry expectations. Additionally, he shared insights into successful interview strategies.

#### **Industry Trends and Future Skills:**

The workshop explored emerging industry trends and the skills likely to be in demand in the future. Mr. Joshi discussed the importance of staying updated on technological advancements and acquiring skills that align with the evolving needs of industries.

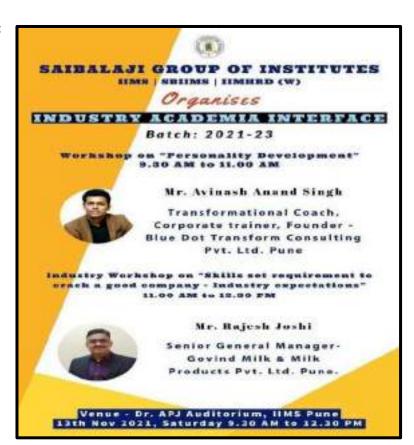
#### Interactive Session and Q&A:

The workshop featured an interactive session where students actively engaged with Mr. Rajesh Joshi. A Q&A segment allowed participants to seek clarification, discuss specific industry concerns, and gain personalized advice on their career journeys.

#### **Conclusion:**

Mr. Rajesh Joshi's workshop on "Skill Set Requirement to Crack a Good Company - Industry Expectations" provided students with valuable insights into the skills sought by industries and the expectations companies have from potential employees. The session equipped students with practical knowledge to enhance their employability and succeed in the competitive job market. The Industry-Academic Interface series continues to bridge the gap between academia and industry, offering students valuable guidance from experienced professionals.

#### **Images of the Session:**





## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: August 14, 2021

Time: 9:15 AM - 12:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Nikhil Wadgaonkar(Director IT, Seagate Technology)

Mr. Amit Gajwani (EVP Global Sales, Cybage)

Session 1: "Pride of India IT Sector"

#### Introduction:

The Industry-Academic Interface Sessions began with an enlightening session under the theme "Pride of India IT Sector." The session featured distinguished speakers, Mr. Nikhil Wadgaonkar, Director IT at Seagate Technology, and Mr. Amit Gajwani, EVP Global Sales at Cybage. The session aimed to provide insights into the flourishing IT sector in India and its global significance.

#### **Alumni Interaction Panel:**

Ms. Monica Shah (Manager, Victaulic Piping Products India Pvt. Ltd.)

Mr. Kunal Baswani(Deputy Manager, TVS Motor)

Mr. Gautam Mahadevan(Process Associate, TATA Consultancy Services)

#### **Key Highlights:**

#### Pride of India IT Sector:

The speakers discussed the significant contributions of the Indian IT sector to the global landscape, emphasizing its role as a source of pride for the nation.

Insights into the evolution, growth, and current trends in the IT sector were shared.

#### **Global Perspectives:**

Mr. Nikhil Wadgaonkar and Mr. Amit Gajwani provided global perspectives on the challenges and opportunities faced by the IT sector, shedding light on India's standing in the international IT community.

#### **Career Opportunities and Skills in IT:**

The session delved into the multitude of career opportunities available in the IT sector, along with the essential skills and competencies required for success.

Students gained valuable insights into the dynamic and evolving nature of IT careers.

#### **Alumni Experiences:**

The alumni panel shared their professional experiences and journeys, detailing the impact of their education on their careers.

Success stories, challenges overcome, and lessons learned were discussed, providing relatable guidance to current students.

#### **Interactive Q&A Session:**

The session concluded with an interactive Q&A segment, allowing students to engage with both the guest speakers and alumni panel. Students sought advice on career paths, skill development, and industry expectations.

#### **Conclusion:**

The "Pride of India IT Sector" session was an illuminating start to the Industry-Academic Interface series. The combined insights of industry experts and alumni offered students a comprehensive understanding of the IT sector's significance, fostering a sense of pride and inspiration. The session exemplified the value of bridging academia and industry to provide holistic education and career guidance.

**Images of the Session:** 



## SAIBALAJI GROUP OF INSTITUTES

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### INDUSTRY ACADEMIA INTERFACE

Batch: 2021-2023

Pride of India" IT Sector



Mr. Nikhil Wadgaonkar Director IT at Seagate Technology



Mr. Amit Gajwani EVP- Global Sales, Cybage

## ALUMNI INTERACTION



Ms. Monica Shah Manager: Vietaulie Piping Products India Pst Ltd



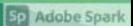
Mr. Kunal Baswani Deputy Manager TVS motor



Mr. Gautam Mahadevan Process Associate at TATA Consultancy Services



14th August, 2021, Saturday, 9:15 AM onwards





### SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: December 18, 2021

Time: 10:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Sanket Khule, (Motivational Speaker, Soft Skills Trainer,

Software Engineer - TCS.)

Session 1: "Design, Thinking, and Entrepreneurship"

#### Introduction:

The Industry-Academic Interface Sessions commenced with an engaging session by Mr. Sanket Khule, a renowned Motivational Speaker, Soft Skills Trainer, and Software Engineer at TCS. The session centered on the theme "Design, Thinking, and Entrepreneurship," providing students with valuable insights into the intersection of design principles and the entrepreneurial mindset.

#### **Key Highlights:**

#### **Introduction to Design Thinking:**

Mr. Sanket Khule initiated the session by introducing the concept of design thinking and its relevance in the entrepreneurial landscape. He highlighted how incorporating design principles can enhance problem-solving and innovation.

#### **User-Centric Design and Innovation:**

The session delved into the importance of user-centric design in fostering innovation. Mr. Khule discussed how understanding and empathizing with end-users' needs play a pivotal role in developing successful products and services.

#### **Creativity and Entrepreneurial Success:**

The role of creativity in driving entrepreneurial success was explored. Mr. Khule shared anecdotes and practical examples illustrating how creative thinking can lead to innovative solutions and business success.

#### **Cultivating an Entrepreneurial Mindset:**

The session emphasized the need for cultivating an entrepreneurial mindset. Mr. Khule discussed the characteristics of successful entrepreneurs, including adaptability, resilience, and a willingness to embrace challenges.

#### Practical Applications of Design Thinking in Entrepreneurship:

To provide a practical perspective, Mr. Sanket Khule shared real-world examples where design thinking principles were successfully applied in entrepreneurial ventures. Students gained insights into how these principles can be integrated into various stages of business development.

#### **Alumni Interaction:**

#### Following the session, there was an alumni interaction segment featuring:

#### 1. Mr. Anirudh Patil (Batch 2013-15) (Founder and CEO, EV Update Media)

Mr. Patil shared his entrepreneurial journey, highlighting the role of design thinking in the development of his venture. He provided valuable insights into the challenges and successes he encountered in the EV media industry.

#### 2. Mr. Gaurav Singh Bhadouria (Batch 2015-17) (Manager, Blue Dart)

Mr. Bhadouria shared his experiences as a manager at Blue Dart, emphasizing the importance of an entrepreneurial mindset in corporate settings. He discussed how creative thinking and problem-solving contribute to career growth.

#### **Interactive Q&A Session:**

The session concluded with an interactive Q&A session, allowing students to pose questions to both Mr. Sanket Khule and the alumni speakers. Attendees gained additional insights into the practical application of design thinking principles in entrepreneurship and corporate environments.

#### Conclusion:

The session by Mr. Sanket Khule and the alumni interaction segment provided students with a comprehensive understanding of design thinking and its role in entrepreneurship. The practical insights shared by both the speaker and alumni contributed to the students' knowledge base and inspired them to adopt innovative approaches in their academic and future professional endeavors. The Industry-Academic Interface series continues to facilitate meaningful interactions between industry professionals, alumni, and students, fostering a holistic learning experience.

#### **Images of the Session:**









# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: November 20, 2021

Time: 9:30 AM - 12:30 PM

Organizer: SaiBalaji International Institute of Management Sciences

**Guest Speaker : Mr. Ori Ronen** (CEO-Gevasol Industries, Pune)

Mr.Christopher Jason (Head Human Capital- Jyoti International

Foods Pvt.Ltd.)

Ms. Ramma Shiv Kumar (Business Leader at TCS)

Session 1: "International Business - Emerging Trends in Business"

#### Introduction:

The Industry-Academic Interface Sessions commenced with an enlightening session by Mr. Ori Ronen, CEO of Gevasol Industries, Pune. The session focused on the theme "International Business - Emerging Trends in Business," providing students with valuable insights into the dynamic landscape of global business.

#### **Key Highlights:**

#### Insights from an Industry Leader:

Mr. Ori Ronen, a seasoned professional and CEO of Gevasol Industries, shared his extensive experience in the field of international business. He provided insights into the challenges and opportunities associated with operating on a global scale.

#### **Emerging Trends in International Business:**

The session delved into the current and emerging trends in the international business arena. Mr. Ronen discussed how globalization, technological advancements, and geopolitical factors are shaping the way businesses operate on a global scale.

#### **Navigating Cultural Diversity:**

Recognizing the significance of cultural diversity in international business, Mr. Ronen addressed strategies for navigating and leveraging cultural differences. He shared practical advice on building effective cross-cultural communication and collaboration.

#### **Technological Integration in Global Business:**

The role of technology in driving international business was a key focus. Mr. Ronen discussed how advancements in technology, including digital platforms and communication tools, are influencing the way companies engage with global markets.

#### **Global Market Entry Strategies:**

The session explored various market entry strategies for businesses looking to expand internationally. Mr. Ronen shared insights into the importance of thorough market research, strategic partnerships, and adaptability in the global business landscape.

#### **Interactive Q&A Session:**

The session concluded with an interactive Q&A segment, allowing students to engage directly with Mr. Ori Ronen. Attendees had the opportunity to seek clarification, gain additional insights, and delve deeper into specific aspects of international business.

#### **Conclusion:**

Mr. Ori Ronen's session on "International Business - Emerging Trends in Business" provided students with a comprehensive understanding of the complexities and opportunities in the global business environment. The session not only broadened students' perspectives on international business but also offered practical insights that can be applied in their academic and future professional endeavors. The Industry-Academic Interface series continues to serve as a bridge between academic learning and real-world industry experiences, providing students with valuable knowledge from industry leaders.

#### Session 2: "How You Should Plan Your Career"

#### Introduction:

The Industry-Academic Interface Sessions continued with a dynamic session featuring Mr. Christopher Jason and Ms. Ramma Shiv Kumar. The speakers, each distinguished in their respective fields, shared valuable insights on the topic "How You Should Plan Your

Career," providing students with guidance on navigating the complexities of career planning.

#### **Key Highlights:**

#### **Career Planning in the Modern Landscape:**

Mr. Christopher Jason and Ms. Ramma Shiv Kumar opened the session by discussing the evolving nature of career planning in the contemporary business landscape. They highlighted the importance of adaptability and continuous learning in shaping a successful career path.

#### **Understanding Personal Strengths and Passions:**

The speakers emphasized the significance of self-discovery in career planning. They encouraged students to identify their strengths, passions, and areas of interest as a foundation for making informed career decisions.

#### **Navigating Career Transitions:**

Mr. Jason and Ms. Kumar shared their experiences and insights on navigating career transitions. They discussed the value of being open to new opportunities, seeking mentorship, and building a diverse skill set to thrive in a dynamic professional environment.

#### Adapting to Industry Trends:

The session addressed the importance of staying informed about industry trends. The speakers discussed how awareness of emerging technologies, market dynamics, and global trends can play a crucial role in shaping a successful career trajectory.

#### **Balancing Ambition and Realism:**

Mr. Christopher Jason and Ms. Ramma Shiv Kumar provided practical advice on striking a balance between ambitious career goals and realistic expectations. They discussed the role of goal-setting and strategic planning in achieving long-term career success.

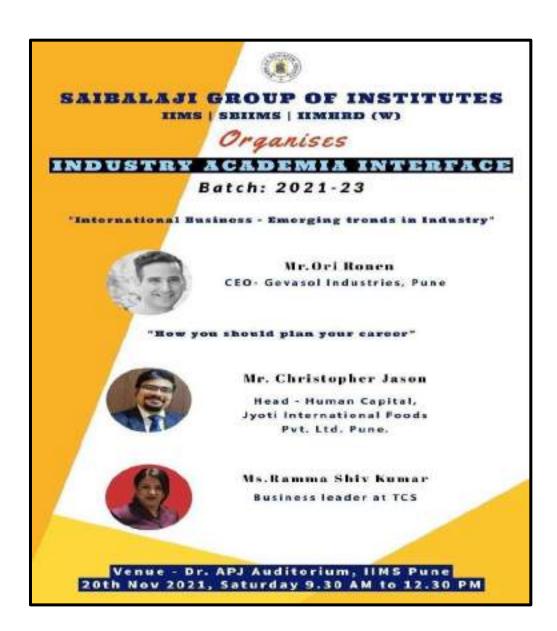
#### Interactive Discussion and Q&A:

The session included an interactive discussion where students had the opportunity to engage directly with the speakers. A Q&A segment allowed attendees to seek personalized advice, clarifications, and insights tailored to their individual career aspirations.

#### **Conclusion:**

The session on "How You Should Plan Your Career" by Mr. Christopher Jason and Ms. Ramma Shiv Kumar provided students with valuable perspectives and practical guidance on navigating the complexities of career planning. The interactive nature of the session allowed for meaningful engagement, ensuring that students could directly apply the insights shared to their unique career journeys. The Industry-Academic Interface series continues to serve as a platform for students to connect with industry leaders and gain actionable insights for their professional development.

#### **Images of the Session:**





# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: August 21, 2021

Time: 9:15 AM - 10:30 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Pankaj Mittal, Founder and CEO Angrezi Club in the

Motivational Session.

Session 1: Motivational Session on "Kar Ke Dikhayenge - Be Stronger than Your

Excuses"

#### Introduction:

The Industry-Academic Interface Sessions featured an inspiring motivational session on the theme "Kar Ke Dikhayenge - Be Stronger than Your Excuses" by Mr. Pankaj Mittal, the Founder and CEO of Angrezi Club. As a dynamic Motivational Speaker, Mr. Mittal shared his insights and experiences, encouraging students to overcome obstacles and strive for success.

#### **Key Highlights:**

#### Motivational Session - "Kar Ke Dikhayenge":

Mr. Pankaj Mittal delivered an impactful motivational session centered around the theme of overcoming challenges and being stronger than excuses.

The session aimed to instill a proactive and determined mindset among students, motivating them to take decisive actions to achieve their goals.

#### **Personal Insights and Experiences:**

Mr. Mittal shared personal anecdotes and experiences from his journey, highlighting instances where determination and resilience played a crucial role in overcoming obstacles.

Students gained valuable insights into the power of self-discipline, perseverance, and maintaining a positive mindset in the face of challenges.

#### **Key Takeaways - "Be Stronger than Your Excuses":**

The session emphasized the importance of taking responsibility for one's actions and choices, urging students to be proactive and driven in their pursuits.

Students were encouraged to identify and overcome self-imposed limitations, focusing on achieving their aspirations without succumbing to excuses.

#### **Interactive Engagement:**

The session included interactive elements, encouraging students to actively participate, share their thoughts, and reflect on personal challenges.

Mr. Mittal engaged with the audience, addressing queries and providing practical advice on building a resilient mindset.

#### Conclusion:

The motivational session by Mr. Pankaj Mittal, themed "Kar Ke Dikhayenge - Be Stronger than Your Excuses," left a lasting impact on the participants. The session not only motivated students but also provided them with practical insights and tools to navigate challenges with determination and strength. The Industry-Academic Interface series continues to empower students by exposing them to diverse perspectives and valuable life lessons from accomplished speakers and professionals.

#### **Images of the Session:**



## SAIBALAJI GROUP OF INSTITUTES

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## INDUSTRY ACADEMIA INTERFACE

Batch: 2021-2023

Motivational session Series

Title: Kar He Dikhayenge
"Be Stronger than your Excuses"



Mr. Pankaj Mittal

Founder & CEO Angrezi Club, Author, Motivational Speaker, Soft Skills Trainer, Pune



21st Aug 2021, Saturday ,9.15 AM to 10.30 AM



## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: August 21, 2021

Time: 10:30 AM - 12:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Manish Khandelwal, Chief Executive Officer at Unitherm

Engineers Ltd. & Indo-German Vacu Treat Pvt. Ltd. Pune.

Mr. Vikram Puri, CEO - Transworld Technologies Ltd. India.

Mr. Hrishikesh Bhanushali, CEO - Solaris(Sports & Fitness), Pune

Session 1: Effective Leadership and Crisis Management - Lessons Learned from the **Pandemic** 

#### Introduction:

The Industry-Academic Interface Sessions opened with a compelling session featuring distinguished leaders in their respective fields - Mr. Manish Khandelwal, CEO at Unitherm Engineers Ltd. & Indo-German Vacu Treat Pvt. Ltd.; Mr. Vikram Puri, CEO at Transworld Technologies Ltd. India; and Mr. Hrishikesh Bhanushali, CEO at Solaris (Sports & Fitness), Pune. The session focused on the crucial topic of "Effective Leadership and Crisis Management: Lessons Learned from the Pandemic."

#### **Key Highlights:**

#### **Insights from Industry Leaders:**

Mr. Manish Khandelwal, Mr. Vikram Puri, and Mr. Hrishikesh Bhanushali shared their invaluable insights into effective leadership during times of crisis, drawing from their experiences navigating the challenges posed by the global pandemic.

#### Adaptability and Resilience:

Leaders emphasized the importance of adaptability and resilience in the face of unexpected crises. They shared real-world examples of how their organizations pivoted strategies and operations to navigate the uncertainties brought about by the pandemic.

#### **Strategic Decision-Making:**

The session delved into strategic decision-making during times of crisis, exploring the thought processes and considerations that informed key decisions. Leaders highlighted the need for a proactive and forward-thinking approach.

#### **Employee Well-being and Engagement:**

The leaders discussed the significance of prioritizing employee well-being and maintaining high levels of engagement. Strategies implemented by their organizations to support and motivate teams during challenging times were shared.

#### **Technology and Innovation:**

The role of technology and innovation in crisis management was a focal point. Leaders shared how technological advancements and innovative solutions played a crucial role in sustaining and transforming their businesses.

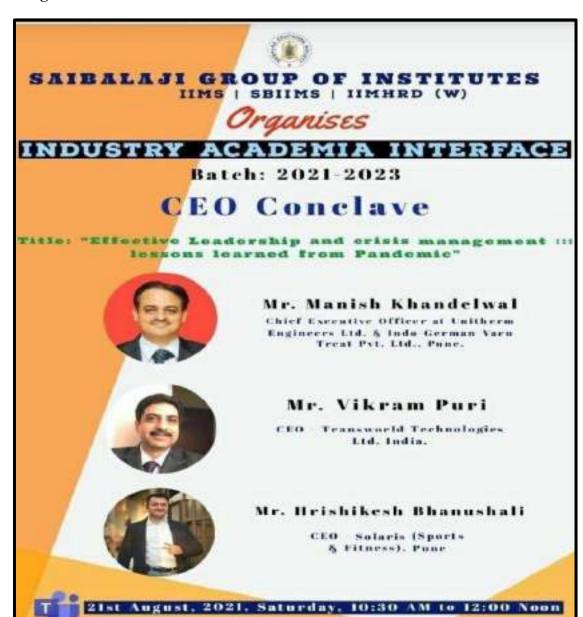
#### **Interactive Q&A Session:**

The session included an interactive Q&A segment, allowing students to pose questions to the esteemed panel. Participants sought advice on leadership skills, crisis preparedness, and the future landscape of their respective industries.

#### Conclusion:

The session on "Effective Leadership and Crisis Management: Lessons Learned from the Pandemic" provided students with profound insights from seasoned leaders. The real-world experiences shared by Mr. Manish Khandelwal, Mr. Vikram Puri, and Mr. Hrishikesh Bhanushali offered valuable lessons that will contribute to the holistic development of the students. The Industry-Academic Interface series continues to foster meaningful connections between academia and industry, enriching the educational experience for all participants.

**Images of the Session:** 





## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: August 21, 2021

Time: 12:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

**Guest Speaker :** Ms. Megha Malviya(HR Compliance Manager Europe at Tenant)

Batch: 2006-08

Mr. Puneet Gulati (Sr. Manager Sales & Distribution Delhi Metro,

The Hershey Company )Batch: 2007-09

Ms Anushka Singhal(Senior Tax Consultant, Deloitte India Batch

2017-19

Session 1: Alumni Interaction - "Greatness is Inspiring Others to Be Their Best"

#### Introduction:

The Industry-Academic Interface Sessions commenced with an enriching "Alumni Interaction" session under the theme "Greatness is Inspiring Others to Be Their Best." The session featured esteemed alumni who have excelled in their respective fields, sharing their experiences and insights with the current student body.

#### Alumni Panel:

Ms. Megha Malviya

HR Compliance Manager, Europe at Tenant

Batch: 2006-08

Mr. Puneet Gulati

Sr. Manager Sales & Distribution, Delhi Metro, The Hershey Company

Batch: 2007-09

Ms. Anushka Singhal

Senior Tax Consultant, Deloitte India

Batch: 2017-19

**Key Highlights:** 

**Career Journeys and Achievements:** 

Each alumna/alumnus shared their unique career journey, highlighting key milestones,

challenges faced, and significant achievements attained since their time at the institute.

Insights into the diverse industries of HR compliance, sales & distribution, and tax

consultancy were provided.

**Learning and Growth:** 

Alumni reflected on the learnings and growth they experienced, emphasizing the role of

education, practical experiences, and continuous learning in shaping their professional

paths.

Personal anecdotes and lessons learned throughout their careers were shared to inspire

and guide current students.

**Industry Insights:** 

The panelists provided valuable insights into the current trends and challenges within

their respective industries. This information was particularly beneficial for students

seeking a better understanding of the professional landscape.

Advice for Students:

The alumni offered practical advice to current students, addressing topics such as skill

development, networking, and the importance of a proactive approach in the

professional world.

Strategies for career development and the cultivation of a growth mindset were

emphasized.

**Interactive Q&A Session:** 

The session included an interactive Q&A segment, allowing students to engage directly with the alumni panel. Students sought advice on career choices, skill development, and

navigating the transition from academia to the professional world.

#### Conclusion:

The Alumni Interaction session served as an invaluable platform for students to connect with accomplished professionals who once walked the same halls. The stories and insights shared by Ms. Megha Malviya, Mr. Puneet Gulati, and Ms. Anushka Singhal inspired and motivated the current student body, fostering a sense of pride and aspiration. The session exemplified the strength of the alumni network in contributing to the holistic development of students within the academic institution.

#### **Images of the Session:**





## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

**Date: January 22, 2022** 

Time: 9:30 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Session:1

PANEL DISCUSSION: Innovation and New Product Development Conclave

Theme of Conclave: "Innovation and New Product Development in Turbulent Times"

Panel 1:

Mr. Alok Sheopurkar, Executive VP & Head HR - HDFC Asset Management Co Ltd

Mr. Ajay Venkatesh, Market Partner, Global Employee Experience Transform Information COE - Accenture, Mumbai

Mr. Tarun Agarwal, Branch Sales Manager Entire West - Mondelez International, Mumbai

Mr. Siddharth Sharma, Zonal Head Sales (West & South) - Tupperware India Pvt. Ltd

Panel 2:

Mr. Raj Kewlani, General Manager - Vilas Javdekar Group, Pune

Mr. Binish Daniel, Vice President - Kotak Mahindra Bank Ltd, Mumbai

Mr. Sunil Teli, Division Head - Entire Maharashtra - Berger Paints India, Pune

Mr. Arpith Susarla, HR Leader - Square Yards India, Pune

#### Introduction:

The Industry-Academic Interface Sessions continued with a panel discussion on "Innovation and New Product Development in Turbulent Times," featuring esteemed professionals sharing their insights with the students of SBIIMS, Batch 2021-2023. The session aimed to provide students with real-world perspectives on navigating challenges and fostering innovation in today's dynamic business environment.

#### **Key Highlights:**

#### **Panel 1: Innovation and New Product Development Perspectives**

#### **Navigating Turbulent Times:**

Panelists emphasized the significance of innovation and new product development in navigating challenges posed by turbulent times. Mr. Alok Sheopurkar highlighted the role of HR in fostering a culture of innovation within organizations.

#### **Global Employee Experience Transformations:**

Mr. Ajay Venkatesh shared insights into global employee experience transformations at Accenture, focusing on innovative approaches to enhance employee engagement in the evolving work landscape.

#### **Sales Strategies in Innovation:**

Mr. Tarun Agarwal, with his expertise in sales, discussed incorporating innovation into sales strategies. He highlighted the importance of aligning product development with market needs for successful outcomes.

#### **Zonal Sales Dynamics:**

Mr. Siddharth Sharma provided insights into zonal sales dynamics and how Tupperware adapts its product development strategies to meet the diverse preferences of customers in the West and South regions.

#### Panel 2: Real-world Experiences and Strategies

#### **Innovation in Real Estate:**

Mr. Raj Kewlani shared insights into the real estate sector, discussing how innovation plays a pivotal role in meeting changing customer demands and enhancing the overall real estate experience.

#### **Banking and Financial Innovations:**

Mr. Binish Daniel provided perspectives from the banking sector, focusing on the role of innovation in financial services and how Kotak Mahindra Bank adapts to the evolving needs of customers.

#### **Market Dynamics in Paint Industry:**

Mr. Sunil Teli discussed market dynamics in the paint industry and the strategies employed by Berger Paints to innovate in product development and address customer preferences in Maharashtra.

#### **HR's Role in Driving Innovation:**

Mr. Arpith Susarla highlighted the role of HR in driving innovation within organizations. He shared insights into how Square Yards India integrates innovative HR practices to foster a culture of continuous improvement.

#### **Interactive Session with Students:**

The panel discussion concluded with an interactive session where students had the opportunity to engage directly with the panelists. They asked questions, sought advice, and gained valuable insights into the practical aspects of innovation and new product development.

#### Conclusion:

The "Innovation and New Product Development Conclave" provided SBIIMS students with a unique opportunity to learn from industry leaders. The insights shared by the panelists enriched the students' understanding of innovation in diverse sectors, contributing to their academic and professional development. The Industry-Academic Interface series continued to foster meaningful interactions between industry professionals and the academic community.

#### **Images of the Session:**



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#### INDUSTRY ACADEMIA

Batch: 2021-23

Innovation & New Product Development Conclave

Theme of the Conclave:

"Innovation and New Product Development in turbulent times"

#### PANEL 1



Mr. Alok Sheopurkar

Executive VP & Head HR; MDFC Asset Management Co. L10. Mambel



Mr. Ajay Venkatesh

Market Partner - Glebal Employee experience transfermation Col. Accenture, Mumbal



Mr. Tarun Agarwal

Snanch Sales Manager - Entire West, Zonel Hand - Sales (West & South), Mondel or international, Yapperware India Pvt. 116. Humbali



Mr. Siddharth Sharma

Hambal

#### PANEL 2



Mr. Raj Kewlani General Manager, Wiles Jeveleher Group. Pure



Mr. Binish Daniel

Vice Freeldest. Males Makindra Bank Lisk . Mareka i



Mr. Sunil Tell

Olymbia Head - Estire Habarnshira. Borger Patrita India.



Mr. Arpith Susaria

HR Leader, Square Yards Ledia, Page



22nd Jan 2022, Saturday, 09.30 AM to 01.00 PM



## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON GUEST LECTURES

Date: October 23, 2021

Time: 9:15 AM - 12:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

**Guest Speaker:** Mr. Thomas Kuriakose (Corporate trainer, Soft Skills trainer,

grooming expert, Business Consultant, Pune)

Session 1: Workshop on "Interview Techniques - Dos & Don'ts"

#### Introduction:

The Industry-Academic Interface Sessions kicked off with an informative workshop on "Interview Techniques - Dos & Don'ts" facilitated by Mr. Thomas Kuriakose, a Corporate Trainer, Soft Skills Trainer, Grooming Expert, and Business Consultant based in Pune. The workshop aimed to equip students with essential skills and insights needed to navigate interviews successfully. Additionally, the session featured alumni interaction with Mr. Kunal Deokar, Mr. Mohammed Milwala, and Mr. Abhijit Mishra, who shared their experiences and perspectives on the interview process.

#### **Key Highlights:**

#### **Comprehensive Interview Preparation:**

Mr. Thomas Kuriakose began the workshop by emphasizing the importance of thorough interview preparation. He discussed strategies for researching the company, understanding the job role, and aligning one's skills and experiences with the requirements of the position.

#### **Dos & Don'ts During Interviews:**

The session covered a comprehensive list of dos and don'ts during interviews. Mr. Kuriakose provided practical insights on attire, body language, communication skills, and etiquette, guiding students on presenting themselves professionally.

#### **Mock Interview Sessions:**

To enhance practical learning, the workshop included mock interview sessions. Participants had the opportunity to simulate real interview scenarios, receive constructive feedback from Mr. Thomas Kuriakose, and refine their interview techniques.

#### **Alumni Interaction:**

The alumni interaction segment featured Mr. Kunal Deokar, Mr. Mohammed Milwala, and Mr. Abhijit Mishra, representing diverse industries. They shared their personal experiences, challenges faced during interviews, and valuable tips for success. This provided students with real-world insights and perspectives.

#### **Question & Answer Session:**

The workshop included a dynamic question and answer session where students actively engaged with both the facilitator and the alumni. Participants sought advice on specific interview situations, common pitfalls to avoid, and strategies for standing out during interviews.

#### **Conclusion:**

The workshop on "Interview Techniques - Dos & Don'ts" by Mr. Thomas Kuriakose, complemented by alumni interaction, served as a valuable platform for students to gain practical insights into the intricacies of the interview process. The combination of theoretical knowledge, mock interviews, and alumni experiences provided a well-rounded learning experience. The Industry-Academic Interface series continues to empower students by connecting them with seasoned professionals who share practical guidance and industry perspectives.

## **Images of the Session:**



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# INDUSTRY ACADEMIA INTERFACE

Batch: 2021-23

Workshop on "Interview Techniques - Dos & Don'ts"



## Mr. Thomas Kuriakose

Corporate trainer, Soft Skills trainer, grooming expert, Business Consultant, Pune

# Alumni Interaction



### Mr. Kunal Deokar

Personnel Manager, Hyatt Regency Pune Batch 2006-08



### Mr. Mohammed Milwala

Manager Commercial Real Estate Leasing Transaction-Solitaire Group Batch 2009-2011

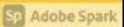


## Mr. Abhijit Mishra

Tax Consultant, Deloitte India Batch 2018-20



23rd Oct 2021, Saturday, 9:15am onwards





# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

## REPORT ON GUEST LECTURES

Date: February 26, 2022

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

# **Guest Speaker:**

#### Panel:1

Mr. Virendra Singh (Global Technology Leader. Senior business Leader-Masterrard India)

Mr. Sarang Brahme (Global Program Manager Employee Engagement Experience and employees branding Cappemini India)

Ms.Manish Sharma (Leader- Technology Group Solution Branes Enterprises. Erstwhile director -Johnson Controls)

### Panel:2

Mr. Parag Mehta (Associate VP. Head Talent Acquisition. Ness Digital. Mumbai.)

Mr. Rupesh Sharma (Senior specialist Technology solutions & Data Engineering. Larsen & Toubro Infotech, Pune )

Mr. Vipin Killedar (Director Sapours Technology.pvt.ltd.)

## Session 1: "Digital Transformation - Disruption & Innovation"

### Panelists:

**Mr. Virendra Singh,** Global Technology Leader, Senior Business Leader - Masterrard India

**Mr. Sarang Brahme,** Global Program Manager, Employee Engagement Experience and Employee Branding - Capgemini India

**Ms. Manish Sharma,** Leader - Technology Group, Solution Branes Enterprises, Erstwhile Director - Johnson Controls

Panel 2: "Digital Transformation - Navigating Challenges and Opportunities"

#### Panelists:

Mr. Parag Mehta, Associate VP, Head Talent Acquisition - Ness Digital, Mumbai

**Mr. Rupesh Sharma,** Senior Specialist, Technology Solutions & Data Engineering - Larsen & Toubro Infotech, Pune

Mr. Vipin Killedar, Director - Sapours Technology Pvt. Ltd.

#### Introduction:

The Industry-Academic Interface series featured two insightful panels on "Digital Transformation - Disruption & Innovation" and "Digital Transformation - Navigating Challenges and Opportunities." The esteemed panelists, with diverse backgrounds and expertise, shared their insights on the evolving landscape of digitalization in businesses.

## **Key Highlights - Panel 1:**

### **Digital Transformation Overview:**

Panel 1 initiated the session by providing a broad overview of the digital transformation landscape. The panelists discussed how technology is reshaping industries and emphasized the need for organizations to stay abreast of these changes.

### **Impact on Business Models:**

The discussion delved into the impact of digital transformation on traditional business models. The panelists shared their experiences and examples of industries witnessing significant disruptions and adaptations to new digital paradigms.

### **Innovation Strategies:**

Emphasizing the role of innovation, the panel explored various strategies that businesses employ to foster innovation in the context of digital transformation. Real-world examples illustrated how innovative approaches drive successful transitions.

### **Employee Engagement in the Digital Age:**

Mr. Sarang Brahme provided insights into the evolving landscape of employee engagement in the digital age. The panel discussed how organizations are redefining

their approaches to ensure employees remain engaged and aligned with digital transformation goals.

### **Key Highlights - Panel 2:**

### **Challenges in Digital Transformation:**

Panel 2 commenced with a discussion on the challenges organizations face in their digital transformation journeys. The panelists addressed issues such as technological integration, organizational culture shifts, and talent acquisition challenges.

### **Opportunities and Technological Solutions:**

The discussion highlighted the opportunities arising from digital transformation. Mr. Rupesh Sharma and Mr. Vipin Killedar shared insights into technological solutions that organizations leverage to harness the potential of digitalization.

### **Talent Acquisition in the Digital Era:**

Mr. Parag Mehta focused on the critical aspect of talent acquisition in the digital era. The panel discussed how organizations are adapting their recruitment strategies to identify and acquire the right talent for digital transformation initiatives.

## **Practical Experiences and Success Stories:**

The panelists shared practical experiences and success stories from their respective domains, offering valuable lessons and inspirations for individuals navigating digital transformation challenges.

### **Interactive Q&A Session:**

Both panels concluded with interactive Q&A sessions, providing participants with the opportunity to engage directly with the panelists. Attendees posed questions, sought advice, and gained deeper insights into the multifaceted aspects of digital transformation.

#### **Conclusion:**

The dual-panel discussion on "Digital Transformation - Disruption & Innovation" and "Digital Transformation - Navigating Challenges and Opportunities" enriched participants with diverse perspectives, experiences, and strategies associated with digitalization. The Industry-Academic Interface series successfully facilitated knowledge

exchange between industry experts and academic audiences, fostering a deeper understanding of the dynamic digital landscape.

## **Images of the Session:**





# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SELIM SBIIMS PUNE



Affiliated to Savitribai Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

## REPORT ON GUEST LECTURES

Date: August 28, 2021

Time: 10:00 AM - 12:30 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Ms. Sonia Solanke Founder iExcel Studio, Motivational Speaker,

Image Consultant, Communication Expert, Etiquette coach Pune.

### **Alumni Interaction:**

Mr. Krishna Pratap Singh Business Manager 99acres(Batch 2014-2016),

Mr. Prasoon Gupta Sales Officer, Mondelez International (Batch 2017-2019)

Mr. Harshvardhan Bhosale Business Analyst SAP Success factors Neeyamo Works(Batch 2017-2019)

Session 1: Motivational Session on "Program Your Mind for Success! Build the Right Mindset"

### Introduction:

The Industry-Academic Interface Sessions initiated with a thought-provoking motivational session on "Program Your Mind for Success! Build the Right Mindset" by Ms. Sonia Solanke, Founder of iExcel Studio. A seasoned Motivational Speaker, Image Consultant, Communication Expert, and Etiquette Coach based in Pune, Ms. Solanke aimed to empower students with insights into cultivating a success-oriented mindset. The session also included an alumni interaction segment featuring Mr. Krishna Pratap Singh, Mr. Prasoon Gupta, and Mr. Harshvardhan Bhosale, who shared their experiences and insights.

### **Key Highlights:**

### **Motivational Session - Program Your Mind for Success:**

Ms. Sonia Solanke conducted an engaging session focusing on the power of mindset in achieving success. She explored the importance of shaping a positive and growth-oriented mindset for personal and professional development.

The session involved interactive discussions, activities, and practical tips to help participants understand and cultivate the right mindset.

### **Key Components of a Success-Oriented Mindset:**

Ms. Solanke delved into the key components of a success-oriented mindset, including self-belief, resilience, adaptability, and continuous learning. She provided strategies to overcome challenges and develop a mindset conducive to achieving goals.

#### Alumni Interaction:

The alumni interaction segment featured Mr. Krishna Pratap Singh, Mr. Prasoon Gupta, and Mr. Harshvardhan Bhosale, representing different industries.

Alumni shared their personal journeys, highlighting the role of mindset in overcoming obstacles and seizing opportunities in their respective careers.

### **Insights into Industry Expectations:**

The alumni provided insights into industry expectations, emphasizing the significance of a positive attitude, adaptability, and a growth mindset in navigating the professional landscape.

### **Interactive Q&A Session:**

The session included an interactive Q&A segment where students had the opportunity to ask questions to both Ms. Sonia Solanke and the alumni. Participants sought advice on career choices, skill development, and mindset transformation.

### Conclusion:

The motivational session on "Program Your Mind for Success! Build the Right Mindset" by Ms. Sonia Solanke, coupled with the alumni interaction, set a positive tone for the Industry-Academic Interface Sessions. The holistic approach to personal and professional development, along with real-world insights from alumni, contributed to a

well-rounded and impactful session. The series continues to empower students by connecting them with accomplished professionals and thought leaders.

## **Images of the Session:**





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## REPORT ON GUEST LECTURES

**Date: January 29, 2022** 

Time: 9:30 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Ms. Jill Sheldekar (Director- Ethnosynth Consulting, Intercultural

Facilitator, India, Pune.)

Session:1

Workshop: "Culture Agility in VUCA World"

Panel Discussion: CEOs Conclave - "Effective Leadership and Crisis Management"

Panelists:

Mr. Depinderjit Singh Sachdeva, CEO - Weikfield Foods Pvt. Ltd., Pune

Mr. Sachin Bhandari, CEO - VTP Realty, Pune

Ms. Sheetal Ramkumar, CEO - White Global Group, Pune

Ms. Charu Srivastava, CEO - Bonita Global, India

### Introduction:

The Industry-Academic Interface sessions featured a dynamic workshop on "Culture Agility in VUCA World" by Ms. Jill Sheldekar, followed by a prestigious CEOs Conclave on "Effective Leadership and Crisis Management." These sessions aimed to provide valuable insights into adapting to cultural dynamics and navigating leadership challenges in a volatile, uncertain, complex, and ambiguous (VUCA) world.

Workshop Highlights: "Culture Agility in VUCA World"

### **Understanding Culture Agility:**

Ms. Jill Sheldekar initiated the workshop by introducing the concept of Culture Agility in the context of the VUCA world. Participants gained insights into the importance of cultural adaptability and agility in a rapidly changing global environment.

### **Interpersonal Skills and Cultural Intelligence:**

Practical aspects of developing interpersonal skills and cultural intelligence were explored. Ms. Sheldekar shared strategies for enhancing cross-cultural communication and fostering collaboration in diverse teams.

### Case Studies and Real-World Scenarios:

The workshop included case studies and real-world scenarios to illustrate the challenges and solutions related to culture agility. Participants engaged in interactive discussions, gaining practical perspectives on applying cultural agility in professional settings.

### **Leadership in Cross-Cultural Environments:**

Ms. Jill Sheldekar delved into the role of leadership in cross-cultural environments. The workshop addressed how leaders can navigate cultural differences, foster inclusivity, and lead teams effectively in diverse settings.

# Panel Discussion Highlights: CEOs Conclave - "Effective Leadership and Crisis Management"

## **Leadership Strategies in Crisis:**

The CEOs Conclave commenced with a discussion on effective leadership strategies during times of crisis. Each panelist shared insights into their experiences and approaches to leading organizations through challenging periods.

## Adaptability and Resilience:

The panelists emphasized the importance of adaptability and resilience in leadership. They discussed how leaders must navigate uncertainties, make tough decisions, and guide their teams through turbulent times.

### **Innovation and Crisis Response:**

The discussion extended to the role of innovation in crisis response. Panelists shared examples of innovative approaches they implemented during challenging situations, showcasing the significance of creative problem-solving in leadership.

### **Building and Sustaining Trust:**

Trust-building emerged as a critical theme in effective leadership. The panelists highlighted the role of trust in crisis management, both within the organization and with external stakeholders.

### **Learning from Crisis Experiences:**

The CEOs shared personal experiences and lessons learned from navigating crises. Their anecdotes provided valuable insights for the audience, emphasizing the importance of continuous learning and adaptation.

### **Interactive Q&A Session:**

Both the workshop and the CEOs Conclave concluded with interactive Q&A sessions, enabling participants to engage directly with the facilitators and panelists. Attendees had the opportunity to seek clarification, share experiences, and gain deeper insights into the workshop's cultural agility concepts and the CEOs' leadership perspectives.

#### **Conclusion:**

The Industry-Academic Interface sessions featuring the workshop on "Culture Agility in VUCA World" by Ms. Jill Sheldekar and the CEOs Conclave on "Effective Leadership and Crisis Management" enriched participants with diverse perspectives on cultural adaptability and effective leadership in challenging scenarios. These sessions not only facilitated knowledge transfer but also provided a platform for meaningful dialogue between industry leaders and academic participants. The event successfully underscored the importance of developing a global mindset and effective leadership skills in today's dynamic business landscape.

# **Images of the Session:**



# SAIBALAJI GROUP OF INSTITUTES

HMS | SBHMS | HMHRD (W)

Organises

# INDUSTRY ACADEMIA INTERFACE

Batch: 2021-23

Workshop with an International trainer

Topic: " Cultural Agility in a VUCA World"



Ms. Jill Sheldekar Director - Ethnesynth Consulting, Intercultural Facilitator, India, Pune

## **CEOs Conclave**

Panel Discussion on:
"Effective Leadership & Crisis Management in turbulent times"



Mr. Depinderjit Singh Sachdeva GEO, Weikfield Foods Pvt. Ltd.,



Mr. Sachin Bhandari CEO, VTP Realty, Pune



Ms. Sheetal Ramkumar CEO- White Globe Group, Pune



Ms. Charu Srivastava CEO, Bonita Global, India



29nd Jan 2022, Saturday, 09.30 AM to 01.00 PM



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# INTERNATIONAL YOGA DAY 21st JUNE 2022

Institute has organized the International Yoga Day on 21st June 2022



International Yoga Day, observed annually on June 21st, is a global celebration that highlights the profound impact of yoga on physical, mental, and spiritual well-being. Established by the United Nations in 2014, this day aims to raise awareness about the numerous benefits of practicing yoga and promote its integration into daily life. As the world unites in the spirit of holistic wellness, International Yoga Day serves as a reminder of the ancient practice's universal appeal and its potential to foster harmony among diverse communities.

As International Yoga Day completes another year of celebration, it stands as a testament to the enduring appeal of this ancient practice. The global recognition and participation in this day underscore the universal desire for well-being, unity, and balance. By embracing the principles of yoga, individuals and communities can contribute to creating a healthier, more harmonious world.



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As we reflect on the significance of International Yoga Day, let us continue to explore the transformative potential of yoga in fostering personal and collective well-being.

Institute has organized the International Yoga Day on 21<sup>st</sup> June 2022 as per the directions given by Government of India and Maharashtra as well as by the statutory bodies governing the Institute.

All the Staff, Students including stakeholders celebrated the Yoga day by practicing the YOGA in Institute campus.



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For the celebration of international day of yoga, we had also posted one e-banner on our social media platform on 20th June 2022 to create the conducive environment for yoga participation from all the stakeholders.

Sai Balaji Educa Sai Balaji Internatio of Management

Dr. L.K. Tripathy Director





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# CLEALINESS DRIVE ON THE OCASSION OF MAHATMA GANDHI JAYANTI



Student of SBES Society and Rotract Club organized a special cleanliness campaign on the occasion of Mahatma Gandhi Jayanti it is an annual observance in India that commemorates the birth anniversary of Mohandas Karamchand Gandhi, a pivotal figure in the Indian independence movement and a globally revered advocate for non-violence and peace. Celebrated on October 2nd each year, Mahatma Jayanti serves as a day of reflection, remembrance, and homage to the man fondly known as the "Father of the Nation."

Mahatma Jayanti stands as a testament to the enduring legacy of a leader whose principles continue to inspire generations. As we celebrate this day, we not only pay tribute to the life and teachings

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of Mahatma Gandhi but also reaffirm our commitment to the timeless ideals of truth, non-violence, and the pursuit of a just and equitable society. Mahatma Gandhi Jayanti is an opportunity for introspection, action, and the collective endeavor to build a world guided by the principles of love, tolerance, and social justice.

Special cleanliness drive was organized for cleaning the bank of MULA-MUTHA River in Deccan Gymkhana area of Pune. Students of our society cleaned the river area as a SAFAI CHAMPIONS.. All Safai Champions of our SBES groups gathered and clean the area of Deccan Gymkhana. The Noble word was appreciated by the members Pune Municipal Corporation. The said drive was organized with Rotract Club of SBES (RID 3131)

On the occasion of Gandhi Jayanti, students remember and celebrate his great soul and his teachings, Inspiring speech by Director Sir for guiding the students to follow the path laid down by great soul. Cleanliness drive was carried out by students of SBES Rotract Club..

Sai Balaji Education Society's Sai Balaji Internationa intute of Management Sciences Pune

Dr. L.K. Tripathy Director





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# **Traffic Police Thank Giving**

On the occasion of World Kindness Day Rotaract Club of SBES Zone 4 | RID 3131

conducted a program where they celebrated the unsung heroes who work hard to keep our cities in motion! An average a traffic police official stands on duty for over twelve hours and sometimes more than that. We very often forget the very important role the police play.

We used this opportunity to visit the station and thank all the Traffic Police present for the good work they do in keeping our city safe.





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# **SAIBALAJI** Corporate Football League

Date: 28th and 29th January 2023

**Organizer: Rotaract and Student Council** 

<u>Introduction:</u> Sai Balaji Group of Institutes in association with Rotaract club of SBES organised "CFL -FUTZELO 2k22" where top corporate football teams participated with all the enthusiasm





Corporate Foot ball League: season7

This event helps to enhance Leadership qualities through sport

Organised and managed by Rotaract club and student council of SBES, well guided by faculty members Prof.Israr& Dr Nitin Ranjan

Witnessed the inaugural match and the grand finale ,excellent,sportsmanship spirit, disciplined corporate teams

Winners team(SFL) BMCC, ICCS& (SFL) INFOSYS, TCS lcc runners up team Lean Quality

<u>Conclusion</u>: football continues to be much more than just a sport—it's a cultural phenomenon that unites people of all backgrounds, ages, and walks of life. From the thrill of the game itself to the sense of camaraderie among fans, football has a unique ability to bring communities together and create lasting memories.



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# **Boxing Championship**

Organizer: SBES and Pimpri Chinchwad city boxing association

**Introduction:** Boxing championship held at SBES on 15<sup>th</sup>, 16<sup>th</sup> and 17<sup>th</sup> February 2023





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<u>Activities:</u> Organize training camps for aspiring boxers to enhance their skills, technique, strength, and conditioning under the guidance of experienced coaches and trainers. Oversee all aspects of event management, including venue selection, ticketing, security, logistics, medical support, officiating, scoring, and post-event evaluations to ensure a successful and memorable championship experience.



<u>Feedback</u>: the organization and management of the championship, including registration process, scheduling, venue selection, logistics, and adherence to regulations and safety protocols.

<u>Conclusion</u>: the boxing championship proved to be a thrilling and memorable event that showcased the dedication, skill, and passion of the athletes involved. From the intense matches in the ring to the electric atmosphere in the arena, the championship captivated audiences and left a lasting impression on all who attended. Participants demonstrated remarkable determination and sportsmanship as they battled it out for victory, pushing themselves to their limits and inspiring spectators with their courage and resilience. Each fight was a testament to the hard work and preparation put in by the boxers, as well as the expertise and professionalism of the organizers, officials, and support staff who ensured the smooth running of the event.



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## **DUATHLON 2k23**

Date:20<sup>th</sup> FEBRUARY 2023

<u>Activities:</u> DUATHLON 2k23 an Olympic Distance Duathlon that pushed the boundries and celebrated the spirit of athletism.

With the rising sun as our witness, we flagged off the event at 6 AM, setting the stage for a day filled with excitement and camaraderie. Athletes from all walks of life came together to showcase their grit, determination, and sportsmanship, making it an unforgettable spectacle.

### Event included

- DUATHLON
- Marathon 5KM
- Marathon 10KM
- ( 5km RUNNING + 40 CYCLING+ 15 RUNNING)

Active participation of all the contestants and their enthusiasm made this event a very successful and rememberable event of the year. congratulations to all the winner and also the participant who were the finishers .The occasion was graced by

Ms. Monalisa Khandke, Founder and President SMAP-Georgia and Mr. Pravin Khandke.





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Feedback: Identify specific areas for improvement and recommendations for enhancing the overall experience for participants and stakeholders in future editions of the duathlon event.

Conclusion: the duathlon event provided an exhilarating experience for participants and showcased the dedication and spirit of the athletes involved. From the adrenaline-fueled start to the triumphant finish, the event demonstrated the power of determination, perseverance, and teamwork.

As participants crossed the finish line, they not only achieved personal milestones but also contributed to the vibrant energy of the event, creating memories that will last a lifetime. The duathlon brought together individuals from diverse backgrounds, united by a common passion for fitness, competition, and camaraderie.



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# **Blood Donation Drive**

Date: Feb 5, 2022

Organizer: Roteract and Ruby Hall Blood Bank

<u>Introduction:</u>, Rotaract Club of SaiBalaji Education Society organized a noble cause that is "BLOOD DONATION DRIVE" on the auspicious occasion on birthday of Prof. Manish R Mundada Sir (Founder President of SBES)



It is said that the giver holds a bigger place than a receiver and you can be giver of life by donating blood.

Therefore, Rotaract welcomed all to join hands with us by participating for a life saving cause.

Date- 5th February 2022



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<u>Activities:</u> Organize and host blood donation drives in collaboration with local blood banks or healthcare facilities. Promote the event through social media, posters, and community outreach to encourage participation. Conduct workshops or seminars to educate the community about the importance of blood donation, the donation process, eligibility criteria, and debunk myths or misconceptions surrounding blood donation.

**<u>Feedback</u>**: Blood donation is the most important social service to humankind.by donating we can give others a life support. Blood donation at the right time can save millions of lifes all over the world every year.

**Conclusion:** The importance of blood donation activities in addressing critical healthcare needs and saving lives. Encourage continued support and participation in blood donation efforts to ensure a reliable supply of blood for those in need.



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## **Tree Plantation**

**Date: JUNE 5, 2023** 

<u>Introduction:</u> SBIIMS celebrated World Environment Day by tree plantation on 5th June,

2023.

Happy World Environment Day.





<u>Activities:</u> On World Environment Day, there's a powerful call to action that resonates around the globe: to protect and nurture the very planet that sustains us. One of the most tangible ways to answer this call is through tree plantation initiatives. Trees are the lifelines of our ecosystem,



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providing oxygen, combating climate change by absorbing carbon dioxide, stabilizing soil, providing habitats for countless species, and offering a host of other environmental and social benefits. Thus, on this auspicious day, communities, organizations, and individuals come together to plant trees, symbolizing their commitment to safeguarding the environment for current and future generations. Through tree plantation efforts, we not only mitigate the impacts of deforestation and urbanization but also foster a sense of collective responsibility and stewardship towards nature. This World Environment Day, let us join hands in planting the seeds of a greener, healthier planet.

**Feedback:** the broader environmental impact of tree planting, such as its contribution to carbon sequestration, biodiversity enhancement, soil conservation, and community resilience, can help gauge the initiative's effectiveness in addressing environmental challenges.



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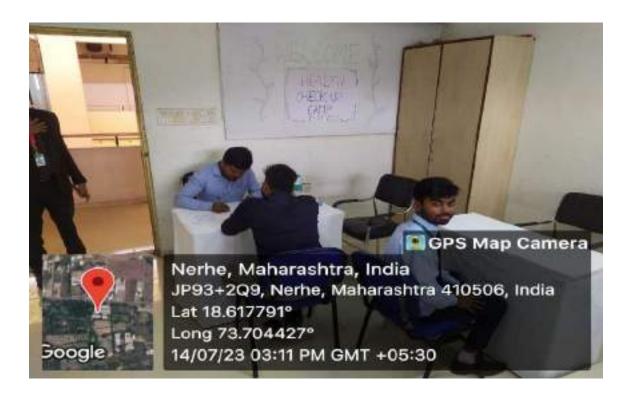
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# **Health check-up**

Date: July 14, 2023

**Introduction:** Having a health check-up is a very essential initiative for any institute. Keeping a track of our health is a good habit which every individual should follow. The most important asset of any individual is health.

Event overview: The annual health check up was held in Sai Balaji International Institute of Management sciences on 14th of July 2023. The event promoted all the faculty members to have a health check up and be updated about their health condition.





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Activities: Physical Examination: A comprehensive physical assessment conducted by a healthcare professional, including measurements of height, weight, blood pressure, heart rate, and general examination of organs and body systems.

Imaging Studies: X-rays, ultrasounds, CT scans, or MRIs to evaluate internal organs, bones, and tissues for abnormalities or signs of diseases.

Screening Tests: Specific screenings such as mammograms for breast cancer, Pap smears for cervical cancer, colonoscopies for colorectal cancer, and other age or risk-specific screenings.

Health Risk Assessments: Surveys or questionnaires to evaluate lifestyle factors, family history, stress levels, and mental health to identify potential risk factors.

Consultations and Counseling: Discussions with healthcare professionals for personalized health advice, diet and nutrition counseling, lifestyle modifications, and recommendations for further screenings or follow-ups.

Eye and Dental Examinations: Evaluations by optometrists or dentists to assess vision, eye health, and dental hygiene.

Feedback: The overall participation was great with all the members participating with full willingness and they all were concerned and curious about the checkup. They felt it is an essential workshop which should be held more frequently.

**Conclusion:** In conclusion, health check-up activities are pivotal for maintaining overall wellbeing and preventing potential health issues. These comprehensive evaluations, encompassing various tests and assessments, serve as proactive measures in safeguarding one's health.



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## WORKSHOP ON POSH

Date: 4th July 2022

Resource Person: Rohini Nikam

Intro:-

Government of India is committed to promote Gender equality and women empowerment by eliminating discrimination across every sector and want to prevent all forms of violence against women as it raises the self esteem and confidence of women. This can be achieved by enforcing constitutional and legal provisions for safeguarding women's rights.

POSH –SHW officially recognized since 1970 as a form violence.

Matter of workplace harassment gained interest amongst the practioner as it is becoming one of the most sensitive area of effective workplace management and this concern requires immediate attention.

Government of India is committed to promote Gender equality and women empowerment by eliminating discrimination across every sector and want to prevent all forms of violence against women as it raises the self esteem and confidence of women. This can be achieved by enforcing constitutional and legal provisions for safeguarding women's rights.

POSH –SHW officially recognized since 1970 as a form violence.

Matter of workplace harassment gained interest amongst the practioner as it is becoming one of the most sensitive area of effective workplace management and this concern requires immediate attention.

### **Event Overview:-**

Delve into our Prevention of Sexual Harassment at Workplace Awareness Program. This event tackles vital aspects of fostering a safe and respectful workplace. Through insightful discussions, expert guidance, and informative resources, we aim to empower individuals and organizations in creating environments free from harassment. Join us in promoting a culture of dignity and equality.

**Activities:-**



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Our Prevention of Sexual Harassment at Workplace Awareness Program featured impactful activities. Engaging workshops facilitated open dialogue, clarifying policies and addressing concerns. Interactive scenarios enhanced understanding, while expert-led discussions offered practical solutions. Resources and awareness materials were distributed, empowering participants to contribute to fostering a safe and respectful workplace environment. Also in this awareness session awareness quiz, role play and case study was conducted.

#### Feedback:-

Feedback was collected on the learning and understanding of the awareness program by the participants on various aspects of the session.

### Conclusion:-

our Prevention of Sexual Harassment at Workplace Awareness Program has achieved its goal of fostering a safer, more respectful work environment. Your active participation reinforces our commitment to addressing and preventing harassment. Let's collectively uphold a workplace culture built on dignity, equality, and mutual respect.



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# **International Women's Day**

International Women's Day celebrated at SBES SBIIMS on 8th March 2022

Program started with Felicitation of Founder Secretary Prof. Nirupama M.Mundada and Guests Followed by Felicitation & award ceremony of women achievers for the outstanding contribution in their respective fields.

Award Ceremony: Women Achievers RanRagini 2023

Guests of honor - 1. Ms. Meenakshi Jhamtani, Executive Director- Jhamtani Group Pune 2. Ms. Nishitta Ghaatge, Managing Director - Sun Touriism Internationall Pvt. Ltd. Pune 3. Ms. Kanika Chopra, City Head - Pune, Zomato 4. Ms. Sarita Purkam, Team Leader - Channel, Hindustan CocaCola Beverages Pvt. Ltd., Pune 5. Ms. Neha Kandalgaonkar, Director - BD, Sunilam Agrotech Pvt. Ltd., Pune 6. Ms. Saugata Sarker, Owner - Qigroup - A Multibrand Luxury & Lifestyle Platform 7. Ms. Nancy Katyal, Founder & CEO - "The Perfect You", Published Author, Executive Presence & Leadership Coach, Pune 8. Ms. Pranali Vichare, CEO, Talkd Inc. India Pvt. Ltd. 9. Ms. Sherin Mathew, Founder - The UpSkill Studio, Pune 10. Ms. Cleopatra D'Cuhna, Lead - Branding and Corporate Communications, FM Logistic India Pune. 11.Mrs Primla Hingorani 12.Mrs. Lata Bhise 13.Dr.Saniya Siddiqui 14.Ms.Jutika Mahanta 15.Ms.Yashoda Sanjay Gaikwade 16.Akanksha Sambhaji Jadhav 17.Ms. Monica Shah 18. Ms. Ranu Thakur 19.Surashri Kulthe 21. Preeti Roongta 22.Mrs. Bharti Vinode

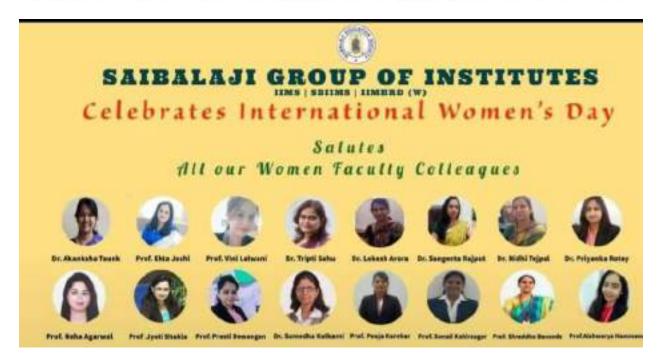


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Cultural Event: Student performances like Dance Singing etc

Panel Discussion on "Work Life Balance"

Session on "How to be Financially Independent"- Exploring Investment Opportunities for Women

Awareness program on Women Health

All heads of departments as well as students were part of the program.

Vote of thanks given by the student coordinator.



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## **ISR Activities Reports**



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## **Students Participation and Achievements**



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#### STUDENT ACHIEVENT AND PARTICIPATION REPORT

### **ACHIVERS 2022-2023**

2022-2023: - Our students have excelled in numerous national-level competitions and international conferences, showcasing their talent and dedication. Their achievements include winning prestigious trophies, medals, cash prizes, and certificates. The mentor Prof. Rohini Nikam, whose guidance has been instrumental in shaping these victories, have every reason to celebrate the success of their wards. This remarkable journey wouldn't have been feasible without the visionary leadership and unwavering guidance of our Director, Dr. L.K. Tripathy.



Student's photo after receiving Award at IIMS



Award of student



Student receiving award for the competition









**Student Participation** in Poster making and presentation

Winner of case study competition at IIMS

Anvesh International conference



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Student Participation in Marathon & Second runner up



Winner of Singing competition, Best Walk, Best attitude







## Student participation certificates

### **Best Intern Award**

The SaiBalaji International Institute of Management Sciences, Pune, concluded its summer internship program with the presentation of the Best Intern Award. Under the guidance of our Founder President Prof. Manish Mundada, interns showcased exceptional dedication and skill. The esteemed Director, Dr. L.K. Tripathy, garnered immense gratitude from students for his unwavering support throughout the program. The award, a testament to outstanding performance, recognized the exemplary contributions of an intern who excelled in innovation and commitment. Prof. Mundada's leadership and mentorship were instrumental in nurturing talent, while Dr. Tripathy's guidance played a pivotal role in ensuring the interns' success. The



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event highlighted the institute's commitment to fostering excellence and providing students with valuable learning experiences. As the ceremony concluded, the institute remained steadfast in its dedication to shaping the future leaders of the business world.

### Student Receiving award















#### SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBILMS SBIIMS PUNE

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> Dr. L.K. Tripathy Director





## SAIBALAJI EDUCATIONAL SOCIETY SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

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### STUDENT ACHIEVENT AND PARTICIPATION REPORT

#### **ACHIVERS 2021-2022**

2021-2022: Our students have demonstrated outstanding prowess in various national-level competitions and international conferences, highlighting their exceptional talent and unwavering dedication. Their accomplishments span from securing prestigious trophies, medals, cash prizes, to earning certificates of recognition. The mentors, pivotal in nurturing these victories, deserve commendation for their invaluable guidance. This remarkable journey owes its success to the visionary leadership and steadfast direction provided by our Director, Dr. L.K. Tripathy.



Winner of rangoli competition Team :- The Immortals



Student participation in trash-ion competition



Winners Of Business Idea Presentation



#### SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBILMS **SBIIMS PUNE**

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Sai Balaji Education Society's Sai Balaji Internationa of Management Stiences Pune

Dr. L.K. Tripathy Director





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# D. Training and Placement **Industry academia Interface**



## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE



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#### **REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS**

Date: September 02, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

**Guest Speaker: Mr. Gaurav Doshi** (Founder Few points Consulting)

Mr. Kamles Pali (Snr Manager - HR and OD, Deepak fertilizers

and Petrochemicals corporate limited.)

Session 1: "Insights into the Advertising and Marketing Industry"

#### Introduction:

The Industry-Academic Interface series commenced with an enlightening session featuring Mr. Gaurav Doshi, Founder of Few Points Consulting. The session focused on providing participants with valuable insights into the dynamic and ever-evolving landscape of the advertising and marketing industry.

#### Speaker Profile:

Mr. Gaurav Doshi, with his role as the Founder of Few Points Consulting, brought practical experience and expertise in the field of advertising and marketing to the session. His insights aimed to bridge the gap between academic knowledge and the industry's expectations for aspiring professionals.

#### **Key Highlights:**

#### **Overview of the Advertising and Marketing Industry:**

Mr. Gaurav Doshi began the session by providing a comprehensive overview of the advertising and marketing industry. He discussed the key players, trends, and the impact of digital transformation on the industry landscape.

#### **Role of Creativity in Advertising:**

The session delved into the importance of creativity in advertising. Mr. Doshi shared insights into how creativity drives successful campaigns, captures audience attention, and contributes to building brand identity.

#### **Understanding Consumer Behavior:**

Practical advice was provided on the significance of understanding consumer behavior in the marketing process. Mr. Doshi discussed the role of market research, data analytics, and consumer insights in developing effective marketing strategies.

#### **Digital Marketing Trends:**

The session explored current trends in digital marketing. Mr. Gaurav Doshi discussed the impact of social media, content marketing, SEO, and other digital channels on the advertising landscape, highlighting their role in reaching and engaging target audiences.

#### **Career Opportunities and Skill Development:**

Mr. Doshi shared valuable insights into the diverse career opportunities within the advertising and marketing industry. He discussed the essential skills needed for success, including creativity, adaptability, data analysis, and the ability to leverage digital tools.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Gaurav Doshi. Attendees had the opportunity to seek personalized advice, clarify doubts, and gain deeper insights into the nuances of the advertising and marketing industry.

#### Conclusion:

"Insights into the Advertising and Marketing Industry" by Mr. Gaurav Doshi provided participants with a comprehensive understanding of the industry landscape. The session not only equipped individuals with knowledge about industry trends but also inspired them to consider diverse career paths within the dynamic world of advertising and marketing. The Industry-Academic Interface series successfully began with a focus on preparing individuals for the challenges and opportunities in this ever-evolving industry.

#### Session 2: "Professional Conduct and Industry Expectations"

#### Introduction:

The Industry-Academic Interface series continued with a highly informative session featuring Mr. Kamles Pali, Senior Manager - HR and OD at Deepak Fertilizers and Petrochemicals Corporate Limited. The session centered around "Professional Conduct and Industry Expectations," providing participants with valuable insights into the crucial aspects of professional behavior and the expectations of industries.

#### **Speaker Profile:**

Mr. Kamles Pali, with his role as Senior Manager - HR and OD, brought practical experience and expertise in human resources to the session. His insights aimed to bridge the gap between academic knowledge and the expectations of industry professionals, particularly focusing on professional conduct.

#### **Key Highlights:**

#### **Understanding Professional Conduct:**

Mr. Kamles Pali initiated the session by defining and emphasizing the importance of professional conduct in the workplace. He discussed the key attributes and behaviors that contribute to a professional demeanor, both individually and within a team.

#### Workplace Ethics and Integrity:

The session delved into the significance of workplace ethics and integrity. Mr. Pali shared insights into maintaining honesty, transparency, and ethical behavior in professional settings, highlighting the long-term impact on an individual's career.

#### **Effective Communication Skills:**

Practical advice was provided on effective communication skills. Mr. Pali discussed the importance of clear and concise communication, active listening, and adapting communication styles to different professional contexts.

#### **Adapting to Corporate Culture:**

The session explored the concept of corporate culture and the importance of adapting to it. Mr. Kamles Pali discussed how understanding and aligning with an organization's values and norms contribute to professional success.

#### **Industry Expectations from Professionals:**

Mr. Pali shed light on the expectations that industries have from professionals. He shared insights into qualities such as reliability, initiative, and continuous learning that make professionals stand out in a competitive work environment.

#### Interactive Session:

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Kamles Pali. Attendees had the opportunity to seek personalized advice, share their experiences, and gain deeper insights into the nuances of professional conduct and industry expectations.

#### **Conclusion:**

"Professional Conduct and Industry Expectations" by Mr. Kamles Pali provided participants with a comprehensive understanding of the behavioral aspects crucial for success in the professional world. The session not only equipped individuals with knowledge about professional conduct but also inspired them to adopt a mindset aligned with industry expectations. The Industry-Academic Interface series continued its mission of preparing individuals for the challenges and opportunities in the professional realm.

#### **Images of the Session:**





#### SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES

Organises

#### INDUSTRY ACADEMIA INTERFACE

MBA Batch, 2023-25

#### Session 1

Topic- Advertising & Marketing Industry



Mr. Gauray Design Founder For Point Concession

#### Session 2

Topic Industry expectations for professional conduct



Mr. Kapalasis Pisla Sur. Manager - HR & OD Dospak Fertilizers and Patrochomicals Corporation Limited, Pane

Date - 2nd September, 2023. Saturday, Time - 9.00 AM onwards Venue - Pers Hall, SDIIMS Pene.







## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

## Affiliated to Savitribal Phule Pune University Approved by AICTE, Ministry of HRD, Govt. of India

#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: October 05, 2023

Time: 2:00 PM - 4:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Dr. Ananth Prabhu G (a renowned cyber law and security expert from the Indian Cyber

Institute)

Session 1: Workshop - "CYBER SAFE CAMPUS"

#### Introduction:

The "CYBER SAFE CAMPUS" workshop, led by Dr. Ananth Prabhu G, a distinguished cyber law and security expert from the Indian Cyber Institute, provided an enlightening and insightful exploration into the realm of cybersecurity. The workshop aimed to raise awareness and educate the audience on the importance of maintaining a secure digital environment in academic institutions.

#### **Speaker Profile:**

Dr. Ananth Prabhu G, renowned for his expertise in cyber law and security, is a respected figure at the Indian Cyber Institute. His extensive knowledge and experience made him a valuable resource for the workshop, ensuring that participants gained a deep understanding of cybersecurity issues and solutions.

#### **Key Highlights:**

#### **Current Cyber Threat Landscape:**

Dr. Ananth Prabhu G commenced the workshop by providing an overview of the current cyber threat landscape. He highlighted the evolving nature of cyber threats and the increasing vulnerabilities faced by academic institutions in the digital age.

#### **Data Privacy and Protection:**

The workshop extensively covered the critical aspects of data privacy and protection. Dr. Ananth Prabhu G discussed the importance of safeguarding sensitive information, both for individuals and institutions. Participants gained insights into the legal implications of data breaches and the measures needed to ensure compliance with cybersecurity regulations.

#### **Social Engineering Awareness:**

Dr. Ananth Prabhu G delved into the tactics used in social engineering attacks, emphasizing the need for vigilance against phishing, identity theft, and other manipulation techniques. The session included practical demonstrations to enhance participants' awareness of these threats.

#### **Secure Communication and Online Behavior:**

Practical tips and best practices for secure communication and online behavior were shared. Dr. Ananth Prabhu G guided participants on securing their digital communication channels and maintaining a cautious approach to online activities to prevent cyber threats.

#### **Cybersecurity Policies and Protocols:**

The workshop provided insights into formulating and implementing effective cybersecurity policies and protocols within academic institutions. Dr. Ananth Prabhu G discussed the role of proactive measures, incident response plans, and continuous training in maintaining a cyber-safe campus.

#### **Interactive Sessions:**

The workshop featured interactive sessions, allowing participants to engage with Dr. Ananth Prabhu G, seek clarifications, and share their experiences. Practical scenarios and case studies were presented, fostering a collaborative learning environment.

#### **Conclusion:**

The "CYBER SAFE CAMPUS" workshop by Dr. Ananth Prabhu G proved to be a valuable initiative in promoting cybersecurity awareness and preparedness within academic settings. Participants gained a holistic understanding of the cybersecurity landscape, enabling them to contribute to the creation of a secure digital environment. The workshop successfully fulfilled its objective of educating and empowering the audience to mitigate cyber threats and foster a culture of cybersecurity within academic institutions.

#### **Images of the Session:**









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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: August 07, 2023

Time: 11:30 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Shashi Sudhanshu (Motivational Speaker, CEO - SENJOY, India,

Pune)

Session 1: "Power of Self-belief & Growth Mindset"

#### Introduction:

The Industry-Academic Interface series commenced with an empowering session featuring Mr. Shashi Sudhanshu, a renowned Motivational Speaker and CEO of SENJOY, India, Pune. The session centered around the "Power of Self-belief & Growth Mindset," providing participants with valuable insights into personal development and cultivating a positive mindset.

#### Speaker Profile:

Mr. Shashi Sudhanshu, with his role as a Motivational Speaker and CEO of SENJOY, brought a wealth of inspiration and practical wisdom to the session. His insights aimed to bridge the gap between academic knowledge and the mindset needed for personal and professional growth.

#### **Key Highlights:**

#### **Understanding Self-belief:**

Mr. Shashi Sudhanshu initiated the session by delving into the concept of self-belief. He discussed the importance of believing in one's abilities, strengths, and potential, emphasizing the role of self-confidence in personal and professional success.

#### **Cultivating a Growth Mindset:**

The session focused on cultivating a growth mindset. Mr. Sudhanshu shared insights into embracing challenges, learning from failures, and viewing setbacks as opportunities for growth. Participants gained practical strategies to develop resilience and a positive attitude towards learning.

#### **Overcoming Limiting Beliefs:**

Practical advice was provided on identifying and overcoming limiting beliefs. Mr. Sudhanshu discussed the impact of self-imposed limitations on personal and professional growth and shared techniques to reframe negative thoughts.

#### **Goal Setting and Achievement:**

The session highlighted the connection between self-belief, growth mindset, and goal setting. Mr. Shashi Sudhanshu guided participants on setting realistic yet ambitious goals, breaking them down into manageable steps, and staying committed to their achievement.

#### Positive Affirmations and Visualization:

Mr. Sudhanshu introduced the power of positive affirmations and visualization in shaping a positive mindset. Participants learned practical techniques to reprogram their thoughts, enhance self-belief, and visualize their desired outcomes.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Shashi Sudhanshu. Attendees had the opportunity to seek personalized advice, share their experiences, and gain deeper insights into fostering self-belief and a growth mindset.

#### Conclusion:

"Power of Self-belief & Growth Mindset" by Mr. Shashi Sudhanshu set a motivational tone for the Industry-Academic Interface series. Participants not only gained valuable insights into personal development but were also inspired to embrace a positive mindset for success. The session successfully contributed to the series' overarching goal of preparing individuals for the challenges and opportunities in their personal and professional lives.

### **Images of the Session:**







# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES INTERNATIONAL INSTITUTE OF MANAGEMENT & HUMAN RESOURCE DEVLOPMENT Organises

**INDUSTRY ACADEMIA INTERFACE 2023** 

MBA Batch, 2023-25

#### Session

Topic- Power of Self belief & Growth Mindset



Mr. Shashi Sudhanshu Motivational Speaker, CEO - SENJOY, India Pune

Date - 7th August,2023. Saturday. Time - 11:30 AM onwards Venue - Paras Hall, SBIIMS Pune.



## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribal Phule Pune University
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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: October 07, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mrs. Vandana Gote (Motivational Speaker)

Ms. Vinda Bal (Director of Synergeze Consultants Pvt Ltd)

Session 1: "Personal Appraisal from a Professional point of view."

Guest Speaker: Mrs. Vandana Gote (Motivational Speaker)

#### Introduction:

The inaugural session of the Industry-Academic Interface series featured Mrs. Vandana Gote, a renowned Motivational Speaker. The session focused on "Personal Appraisal from a Professional Point of View," offering participants valuable insights into the process of self-evaluation and personal development within the professional context.

#### **Speaker Profile:**

Mrs. Vandana Gote, with her expertise in motivational speaking, brought a dynamic and inspirational perspective to the session. Her extensive background in personal development and leadership made her well-suited to guide participants through the nuances of personal appraisal in the professional realm.

#### **Key Highlights:**

#### **Understanding Personal Appraisal:**

Mrs. Gote initiated the session by providing a comprehensive understanding of personal appraisal within the professional context. She emphasized the importance of self-reflection and assessment for personal and career growth.

#### The Intersection of Personal and Professional Growth:

The session explored the interconnection between personal and professional development. Mrs. Gote shared insights on how personal growth positively influences professional success and vice versa. Participants gained a holistic perspective on the symbiotic relationship between personal and career achievements.

#### **Setting Personal and Professional Goals:**

Practical advice was provided on setting meaningful and achievable personal and professional goals. Mrs. Gote discussed the significance of aligning individual aspirations with career objectives and outlined strategies for effective goal setting.

#### **Embracing Feedback and Constructive Criticism:**

Mrs. Gote addressed the importance of feedback in personal appraisal. She provided guidance on how to embrace constructive criticism as a tool for improvement and self-discovery. Participants learned the art of turning feedback into actionable steps for growth.

#### **Building a Positive Mindset:**

A significant portion of the session focused on cultivating a positive mindset. Mrs. Gote shared motivational anecdotes and techniques to foster a positive outlook, even in the face of challenges. Participants were encouraged to develop resilience and optimism for enhanced personal and professional well-being.

#### Interactive Session:

The session concluded with an interactive Q&A segment, allowing participants to seek personalized advice and share their experiences related to personal appraisal. Mrs. Gote's engaging responses facilitated a collaborative and supportive atmosphere.

#### **Conclusion:**

"Personal Appraisal from a Professional Point of View" by Mrs. Vandana Gote set a dynamic and uplifting tone for the Industry-Academic Interface series. The session not only provided practical tools for personal appraisal but also inspired participants to approach self-evaluation with a positive mindset. It successfully contributed to the overarching goal of preparing individuals for success in both their personal and professional journeys.

#### Session 2: "Mindset to Become an Effective Individual"

Guest Speaker: Ms. Vinda Bal (Director of Synergeze Consultants Pvt Ltd)

#### Introduction:

The second session of the Industry-Academic Interface series featured Ms. Vinda Bal, the esteemed Director of Synergeze Consultants Pvt Ltd. The session centered around the theme, "Mindset to Become an Effective Individual," providing participants with valuable insights into cultivating a mindset conducive to personal and professional effectiveness.

**Speaker Profile:**Ms. Vinda Bal, with her role as Director at Synergeze Consultants Pvt Ltd, brought a wealth of practical experience in leadership and personal development. Her expertise positioned her as an ideal guide to address the nuances of mindset and effectiveness in both individual and professional spheres.

#### **Key Highlights:**

#### **Defining an Effective Mindset:**

Ms. Bal initiated the session by providing a comprehensive definition of an effective mindset. She emphasized the role of attitude, resilience, and adaptability in shaping an individual's approach to challenges and opportunities.

#### **Self-Awareness and Emotional Intelligence:**

The session delved into the importance of self-awareness and emotional intelligence in fostering an effective mindset. Ms. Bal shared strategies for developing emotional resilience, understanding one's strengths and weaknesses, and leveraging emotions for positive outcomes.

#### **Goal Setting and Time Management:**

Practical advice was provided on setting clear goals and managing time effectively. Ms. Bal discussed the link between goal setting and an effective mindset, offering insights into prioritization, focus, and creating a roadmap for personal and professional achievements.

#### **Adopting a Growth Mindset:**

Ms. Bal highlighted the significance of adopting a growth mindset. Participants learned how to embrace challenges as opportunities for learning and growth. The session encouraged a shift from a fixed mindset to one that sees setbacks as stepping stones to success.

#### **Effective Communication and Collaboration:**

The importance of effective communication and collaboration in personal and professional contexts was explored. Ms. Bal shared practical tips for building strong interpersonal relationships, fostering teamwork, and enhancing communication skills.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, providing participants with an opportunity to seek personalized advice and share their experiences related to developing an effective mindset. Ms. Bal's insightful responses enriched the interactive nature of the session.

#### **Conclusion:**

"Mindset to Become an Effective Individual" by Ms. Vinda Bal proved to be a transformative session, offering participants practical tools for personal development. The insights shared not only addressed individual effectiveness but also contributed to the broader goal of preparing individuals for success in the professional world. The session successfully reinforced the Industry-Academic Interface series' commitment to holistic growth and development.

#### **Images of the Session:**



#### **Student Coordinator Felicitated the Guest Speaker:**







## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE



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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: September 09, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Sarvesh Dhumal (Senior Manager HR at MRC Logistics)

Mr. Soham Dadarker (the dynamic motivational speaker and

corporate trainer)

Session 1: "Getting Ready for Corporate"

#### Introduction:

The Industry-Academic Interface series commenced with a highly informative session featuring Mr. Sarvesh Dhumal, Senior Manager HR at MRC Logistics. The session centered around "Getting Ready for Corporate," providing participants with valuable insights into the expectations and preparations needed for a successful transition to the corporate world.

#### Speaker Profile:

Mr. Sarvesh Dhumal, with his role as Senior Manager HR at MRC Logistics, brought practical experience and expertise in human resources to the session. His insights aimed to bridge the gap between academic knowledge and the corporate expectations faced by students and professionals.

#### **Key Highlights:**

#### **Understanding Corporate Expectations:**

Mr. Sarvesh Dhumal initiated the session by providing an overview of the expectations that individuals face when entering the corporate world. He discussed the key skills, attitudes, and behaviors that are highly valued by employers.

#### **Professional Etiquette and Communication:**

The session delved into the importance of professional etiquette and effective communication in a corporate setting. Mr. Dhumal shared practical tips on email etiquette, workplace communication, and the nuances of professional behavior.

#### **Resume Building and Interview Skills:**

Practical advice was provided on resume building and honing interview skills. Mr. Dhumal discussed the elements of a strong resume, the art of presenting oneself during an interview, and the importance of showcasing relevant skills and experiences.

#### **Corporate Culture and Adaptability:**

Mr. Sarvesh Dhumal highlighted the significance of understanding and adapting to corporate culture. He discussed how being aware of organizational values, norms, and expectations contributes to a smooth integration into the corporate environment.

#### Soft Skills Development:

The session emphasized the importance of soft skills in the corporate world. Mr. Dhumal discussed the role of interpersonal skills, teamwork, and problem-solving abilities in fostering a successful career trajectory.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Sarvesh Dhumal. Attendees had the opportunity to seek personalized advice, clarify doubts, and gain deeper insights into the nuances of transitioning to the corporate world.

#### **Conclusion:**

"Getting Ready for Corporate" by Mr. Sarvesh Dhumal served as a comprehensive guide for participants entering or aspiring to enter the corporate arena. The session not only provided practical insights into corporate expectations but also empowered attendees with actionable steps to enhance their employability. The Industry-Academic Interface series successfully commenced with a focus on preparing individuals for the challenges and opportunities in the corporate landscape.

#### Session 2: "Foundations of Leadership"

#### Introduction:

The Industry-Academic Interface series continued with an inspiring session featuring Mr. Soham Dadarker, a dynamic motivational speaker and corporate trainer. The session focused on the "Foundations of Leadership," providing participants with valuable insights into the essential principles that underpin effective leadership in professional settings.

#### **Speaker Profile:**

Mr. Soham Dadarker, known for his dynamic and impactful presentations, brought a wealth of experience as a motivational speaker and corporate trainer to the session. His expertise aimed to empower students and professionals with the foundational aspects crucial for leadership success.

#### **Key Highlights:**

#### **Defining Leadership:**

Mr. Soham Dadarker began the session by providing a clear definition of leadership. He delved into the multifaceted nature of leadership, emphasizing that it goes beyond authority and involves inspiring and influencing others towards common goals.

#### **Self-Leadership and Personal Development:**

The session explored the concept of self-leadership and the importance of personal development in effective leadership. Mr. Dadarker shared strategies for continuous self-improvement, setting personal goals, and developing a growth mindset.

#### **Effective Communication Skills:**

Practical insights were provided on the role of effective communication in leadership. Mr. Dadarker discussed the art of clear and persuasive communication, active listening, and adapting communication styles to different audiences.

#### **Building Trust and Credibility:**

The foundations of leadership include building trust and credibility. Mr. Soham Dadarker shared strategies for cultivating trust among team members, maintaining integrity, and demonstrating authenticity as a leader.

#### **Emotional Intelligence in Leadership:**

The session highlighted the significance of emotional intelligence in leadership. Mr. Dadarker discussed the ability to understand and manage emotions, empathize with others, and navigate interpersonal relationships as essential components of effective leadership.

#### Interactive Session:

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Soham Dadarker. Attendees had the opportunity to seek personalized advice, share their experiences, and gain deeper insights into the foundations of leadership.

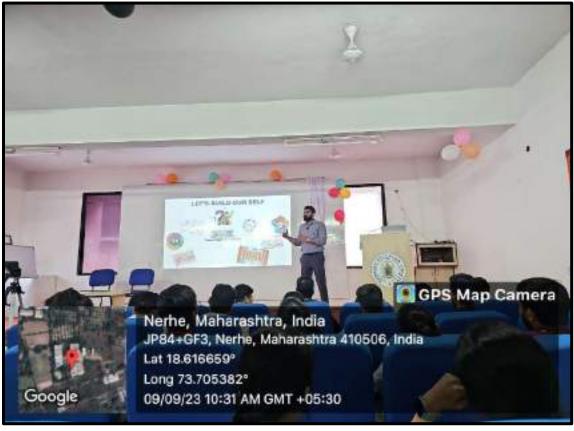
#### Conclusion:

"Foundations of Leadership" by Mr. Soham Dadarker proved to be a transformative session, providing participants with essential principles to foster effective leadership. The session not only equipped individuals with actionable strategies but also inspired them to cultivate leadership qualities within themselves. The Industry-Academic Interface series successfully continued its mission of preparing individuals for leadership roles in the professional world.

#### **Images of the Session:**









## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE



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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: October 14, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mrs. Sheetal Ingale (a Motivational Speaker)

Mr. Ashish Wasu (Talent Acquisition at Tata Technologies Ltd, Pune.)

Session 1: "The Mindset of HR while Recruiting: Preparation and Upskilling"

Guest Speaker: Mrs. Sheetal Ingale (a Motivational Speaker)

#### Introduction:

The inaugural session of the Industry-Academic Interface series featured Mrs. Sheetal Ingale, a distinguished Motivational Speaker with extensive experience in human resources. The session focused on "The Mindset of HR while Recruiting: Preparation and Upskilling," providing valuable insights into the thought processes and strategies employed by HR professionals during the recruitment process.

#### **Speaker Profile:**

Mrs. Sheetal Ingale, known for her motivational prowess, brought a unique perspective to the session. With a background in human resources, she shared practical insights into the mindset required for effective recruitment, emphasizing the importance of preparation and upskilling in the ever-evolving landscape of talent acquisition.

#### **Key Highlights:**

#### **Understanding the HR Mindset:**

Mrs. Ingale delved into the mindset of HR professionals during the recruitment process, emphasizing the need for a holistic understanding of both organizational goals and the candidate's aspirations. She highlighted the role of empathy, intuition, and adaptability in making well-informed hiring decisions.

#### **Preparation in Recruitment:**

The session shed light on the importance of thorough preparation in recruitment. Mrs. Ingale shared strategies for creating effective job descriptions, conducting comprehensive candidate assessments, and aligning recruitment processes with organizational objectives. Participants gained insights into the meticulous planning required for successful talent acquisition.

#### **Continuous Upskilling for HR Professionals:**

Mrs. Ingale emphasized the dynamic nature of the HR field and the necessity for continuous upskilling. She discussed emerging trends in talent acquisition, such as the use of technology in recruitment and the significance of data-driven decision-making. The session encouraged HR professionals to stay abreast of industry developments through regular upskilling initiatives.

#### **Building Effective Communication Skills:**

Communication is a key aspect of successful recruitment. Mrs. Ingale provided valuable insights into developing effective communication skills for HR professionals. She discussed the art of conducting interviews, providing feedback, and maintaining transparent communication throughout the recruitment process.

#### **Cultural Fit and Diversity:**

Mrs. Ingale highlighted the importance of considering cultural fit and diversity in the recruitment process. She shared strategies for creating inclusive workplaces and the positive impact of diverse teams on organizational success. The session aimed to instill a mindset that values diversity and fosters a culture of inclusion.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to seek further clarification and advice from Mrs. Sheetal Ingale. The engagement facilitated a deeper understanding of the nuances discussed during the session.

#### **Conclusion:**

"The Mindset of HR while Recruiting: Preparation and Upskilling" by Mrs. Sheetal Ingale set a promising tone for the Industry-Academic Interface series. The session provided participants with a comprehensive understanding of the intricate aspects of recruitment, emphasizing the crucial role of mindset, preparation, and continuous upskilling in the field of human resources.

#### Session 2: "The Journey of Self-Discovery: Finding Your Passion and Purpose"

Guest Speaker: Mr. Ashish Wasu (Talent Acquisition at Tata Technologies Ltd, Pune.)

#### Introduction:

The second session of the Industry-Academic Interface series featured Mr. Ashish Wasu, a distinguished professional from Talent Acquisition at Tata Technologies Ltd, Pune. The session focused on "The Journey of

Self-Discovery: Finding Your Passion and Purpose," providing valuable insights into the process of self-discovery for personal and professional fulfillment.

#### **Speaker Profile:**

Mr. Ashish Wasu, with his extensive experience in talent acquisition, brought a practical perspective to the session. His role at Tata Technologies Ltd provided a unique lens through which he could share insights into the journey of self-discovery in the context of career choices and personal growth.

#### **Key Highlights:**

#### **Understanding Self-Discovery:**

Mr. Wasu commenced the session by exploring the concept of self-discovery and its significance in personal and professional life. He shared personal anecdotes and professional experiences to highlight the transformative power of understanding one's passions, strengths, and values.

#### The Role of Passion in Career Choices:

The session delved into the relationship between passion and career choices. Mr. Wasu discussed the importance of aligning one's career with personal passions and interests. He provided practical tips for students and professionals to identify their true passions and integrate them into their professional journeys.

#### **Building a Purpose-Driven Career:**

Mr. Wasu emphasized the value of a purpose-driven career and how it contributes to long-term satisfaction and success. Participants gained insights into aligning career goals with personal values and contributing meaningfully to the workplace and society.

#### **Overcoming Challenges in Self-Discovery:**

Acknowledging the challenges in the journey of self-discovery, Mr. Wasu shared strategies for overcoming obstacles and navigating uncertainties. He discussed the importance of resilience, adaptability, and continuous learning in the pursuit of personal and professional growth.

#### **Creating a Personal Development Plan:**

Practical advice was provided on creating a personal development plan to guide individuals in their self-discovery journey. Mr. Wasu discussed the importance of setting goals, seeking mentorship, and embracing opportunities for learning and growth.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to seek personalized advice and share their experiences in the realm of self-discovery. Mr. Wasu's responses resonated with the audience, fostering a collaborative and engaging environment.

#### **Conclusion:**

"The Journey of Self-Discovery: Finding Your Passion and Purpose" by Mr. Ashish Wasu proved to be an enlightening session, guiding participants on a path of introspection and self-awareness. The insights shared were not only applicable to career choices but also offered a holistic approach to personal development. The session successfully contributed to the Industry-Academic Interface series' goal of preparing individuals for fulfilling and purpose-driven lives.

#### **Images of the Session:**



#### **Student Coordinator Felicitated the Guest Speaker:**







## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE



Affiliated to Savitribal Phule Pune University
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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: September 16, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Pankaj Mittal (CEO and Founder of Angrezi Club)

Mr. Praveen Singh (Branch Manager at NJ Wealth Ltd.)

Session 1: "Team Building and Goal Setting"

#### Introduction:

The Industry-Academic Interface series commenced with a highly informative session featuring Mr. Pankaj Mittal, CEO and Founder of Angrezi Club. The session focused on "Team Building and Goal Setting," providing participants with invaluable insights into effective team dynamics and strategies for setting and achieving goals.

#### Speaker Profile:

Mr. Pankaj Mittal, as the CEO and Founder of Angrezi Club, brought a wealth of experience in leadership and team management to the session. His expertise in team dynamics and goal-setting strategies positioned him as an ideal guide for students and professionals seeking to enhance their skills in these crucial areas.

#### **Key Highlights:**

#### **Understanding Team Dynamics:**

Mr. Pankaj Mittal began the session by providing a comprehensive understanding of team dynamics. He emphasized the importance of synergy, effective communication, and mutual respect within a team to achieve common goals.

#### **Team Building Strategies:**

The session delved into practical strategies for building strong and cohesive teams. Mr. Mittal shared real-world examples and case studies to illustrate the significance of trust, collaboration, and fostering a positive team culture.

#### **Goal Setting Techniques:**

Practical insights were provided on effective goal-setting techniques. Mr. Mittal discussed the importance of setting SMART (Specific, Measurable, Achievable, Relevant, Time-bound) goals, aligning them with the team's vision, and continuously monitoring progress.

#### **Motivation and Employee Engagement:**

Mr. Pankaj Mittal highlighted the role of motivation and employee engagement in achieving team goals. He shared strategies for recognizing and appreciating team members, creating a positive work environment, and fostering a sense of ownership and commitment.

### Adaptability and Leadership:

The session explored the need for adaptability in a dynamic work environment. Mr. Mittal discussed the role of leadership in guiding teams through change, fostering innovation, and maintaining resilience in the face of challenges.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Pankaj Mittal. Attendees had the opportunity to seek personalized advice, share their experiences, and gain deeper insights into team building and goal-setting strategies.

#### **Conclusion:**

"Team Building and Goal Setting" by Mr. Pankaj Mittal set a positive and inspiring tone for the Industry-Academic Interface series. Participants not only acquired practical skills in team dynamics and goal setting but were also motivated by the real-world experiences shared by a seasoned professional. The session successfully contributed to the series' goal of bridging the gap between academic knowledge and industry expertise.

### Session 2: "Creating the Winning Edge"

#### Introduction:

The Industry-Academic Interface series continued with an insightful session featuring Mr. Praveen Singh, Branch Manager at NJ Wealth Ltd. The session focused on "Creating the Winning Edge," offering participants valuable insights into gaining a competitive advantage in the industry.

#### **Speaker Profile:**

Mr. Praveen Singh, with his role as Branch Manager at NJ Wealth Ltd., brought practical experience and industry expertise to the session. His talk aimed to empower students and professionals with strategies to excel in a competitive business environment.

#### **Key Highlights:**

#### **Understanding the Competitive Landscape:**

Mr. Praveen Singh initiated the session by providing an overview of the competitive landscape in the industry. He discussed the factors that contribute to competition and the importance of staying informed about market trends and changes.

### **Skill Development for Success:**

The session delved into the crucial aspect of skill development for achieving a competitive edge. Mr. Singh shared insights into identifying and honing the skills that are highly valued in the industry, emphasizing continuous learning and adaptability.

### **Personal Branding and Networking:**

Practical advice was provided on personal branding and the significance of building a strong professional network. Mr. Singh discussed the impact of a positive personal brand on career opportunities and the role of networking in creating valuable connections.

#### **Embracing Innovation and Technology:**

Mr. Praveen Singh highlighted the role of innovation and technology in gaining a competitive advantage. He discussed how staying updated on technological advancements and embracing innovation can enhance efficiency and effectiveness in the workplace.

#### **Adopting a Proactive Mindset:**

The session emphasized the importance of adopting a proactive mindset. Mr. Singh shared strategies for taking initiative, seeking new opportunities, and being proactive in skill development, contributing to personal and professional growth.

#### Interactive Session:

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Praveen Singh. Attendees had the opportunity to seek personalized advice, share their experiences, and gain deeper insights into creating a winning edge in their respective fields.

#### **Conclusion:**

"Creating the Winning Edge" by Mr. Praveen Singh was a valuable addition to the Industry-Academic Interface series. Participants not only gained practical insights into gaining a competitive advantage but were also motivated to take proactive steps in their personal and professional development. The session successfully contributed to the series' overarching goal of preparing individuals for success in a competitive and dynamic business environment.

#### **Images of the Session:**









## SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE



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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: October 21, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mr. Pravin Paritkar (a seasoned Senior Human Resources professional)

Mr. Satish Borkar (Director of BizPro Financial Services Pvt Ltd)

Session 1: "Sculpting Professional Attributes"

#### Introduction:

The Industry-Academic Interface Session, titled "Sculpting Professional Attributes," marked the commencement of a series aimed at bridging the gap between academia and industry. The inaugural session featured Mr. Pravin Paritkar, a distinguished Senior Human Resources professional with a wealth of experience. The event brought together students, faculty, and industry professionals to delve into the intricacies of developing essential professional attributes.

#### **Speaker Profile:**

Mr. Pravin Paritkar, a seasoned Senior Human Resources professional, has a proven track record in talent acquisition, employee development, and organizational culture enhancement. His extensive experience in the corporate world made him an ideal candidate to share insights into sculpting professional attributes.

#### **Key Highlights:**

#### **Communication Skills:**

Mr. Paritkar emphasized the pivotal role of effective communication in the professional realm. He provided practical tips on enhancing verbal and written communication, stressing the importance of clarity, conciseness, and adaptability to different communication styles.

#### Adaptability and Resilience:

The dynamic nature of the business environment requires professionals to be adaptable and resilient. Mr. Paritkar shared anecdotes from his career, illustrating the importance of embracing change and bouncing back from setbacks. He encouraged students to cultivate a mindset of continuous learning and flexibility.

#### **Leadership and Teamwork:**

The session delved into the qualities of a successful leader and the significance of collaboration in a team. Mr. Paritkar shared his insights on fostering a positive team culture, recognizing individual strengths, and leveraging diversity to achieve common goals.

#### **Ethical Decision-Making:**

Ethics and integrity are paramount in the professional world. Mr. Paritkar highlighted the ethical dilemmas often faced by professionals and the importance of making decisions aligned with moral principles. He guided the audience on navigating ethical challenges with integrity.

#### **Networking and Relationship Building:**

Building a strong professional network is instrumental in career growth. Mr. Paritkar provided strategies for effective networking, emphasizing the value of authentic relationships. He encouraged students to attend industry events, connect on professional platforms, and nurture meaningful connections.

#### **Interactive Session:**

The session concluded with an engaging Q&A segment, where students and faculty had the opportunity to seek further clarification and advice from Mr. Pravin Paritkar. The interactive nature of the session facilitated a deeper understanding of the topics discussed.

#### **Conclusion:**

The Industry-Academic Interface Session with Mr. Pravin Paritkar set a promising tone for future interactions. The insights shared on sculpting professional attributes proved invaluable for both students and professionals, fostering a collaborative learning environment. The event successfully initiated a platform for meaningful discussions between academia and industry, promoting the holistic development of future professionals.

#### Session 2: "Empowering Ourselves with Financial Independence"

#### Introduction:

The second session of the Industry-Academic Interface series featured Mr. Satish Borkar, the Director of BizPro Financial Services Pvt Ltd. The session focused on the crucial topic of "Empowering Ourselves with Financial Independence," providing valuable insights into personal finance, wealth creation, and strategies for financial empowerment.

#### **Speaker Profile:**

Mr. Satish Borkar, with his role as Director at BizPro Financial Services Pvt Ltd, brought a wealth of knowledge and practical experience in the financial sector. His expertise made him an ideal guide to enlighten the audience on the importance of financial independence.

#### **Key Highlights:**

#### **Understanding Financial Independence:**

Mr. Borkar commenced the session by defining the concept of financial independence and elucidating its significance in the context of personal and professional life. He emphasized the role of financial literacy in achieving independence and the need for a proactive approach to financial planning.

## **Budgeting and Financial Discipline:**

The session delved into the importance of budgeting as a fundamental tool for managing finances. Mr. Borkar shared practical tips on creating a budget, tracking expenses, and cultivating financial discipline. He stressed the impact of small, consistent efforts in building a secure financial future.

#### **Investment Strategies:**

Mr. Borkar provided an overview of various investment avenues, explaining the potential risks and rewards associated with each. He discussed the importance of diversification and the need for aligning investments with individual financial goals. The session aimed to demystify investment options and empower participants to make informed decisions.

### **Debt Management:**

Addressing the prevalent issue of debt, Mr. Borkar provided insights into effective debt management strategies. He discussed the different types of debts, their implications, and ways to reduce and eliminate debt burdens. Participants gained practical knowledge on optimizing their financial situation by managing debts wisely.

#### **Building Emergency Funds and Retirement Planning:**

Recognizing the uncertainties of life, Mr. Borkar emphasized the significance of building emergency funds to handle unforeseen circumstances. Additionally, he guided the audience on the importance of early retirement planning, illustrating the power of compounding in wealth creation.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to seek personalized advice and clarification on specific financial matters. Mr. Borkar's responses provided practical insights, fostering a better understanding of financial concepts among the audience.

#### **Conclusion:**

The "Empowering Ourselves with Financial Independence" session by Mr. Satish Borkar proved to be a valuable addition to the Industry-Academic Interface series. The session equipped participants with essential knowledge and practical strategies to take charge of their financial well-being, aligning with the broader goal of preparing students and professionals for holistic success in their careers and personal lives.

### **Images of the Session:**



### **Student Coordinator Felicitated the Guest Speaker:**







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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: September 23, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

**Guest Speaker: Mr. Sameer Bhalerao**(Founder & Director at Royal Indian Food)

Mr. Sanjay Agrawal (Founder & Director at ESSA Global Solution Pvt Ltd)

Session 1: "Success Story in Entrepreneurship"

#### Introduction:

The Industry-Academic Interface series kicked off with an inspiring session featuring Mr. Sameer Bhalerao, Founder & Director at Royal Indian Food. The session focused on the theme "Success Story in Entrepreneurship," offering participants valuable insights into the journey of entrepreneurship and the principles that lead to success.

#### **Speaker Profile:**

Mr. Sameer Bhalerao, with his role as the Founder & Director at Royal Indian Food, brought a wealth of practical experience and entrepreneurial acumen to the session. His success story served as a motivating backdrop for students and professionals eager to explore the world of entrepreneurship.

#### **Key Highlights:**

#### **Entrepreneurial Journey:**

Mr. Sameer Bhalerao began by sharing his personal journey as an entrepreneur. He discussed the challenges, triumphs, and pivotal moments that shaped his path. Participants gained a firsthand account of the realities of entrepreneurship and the perseverance required to navigate the business landscape.

#### **Identifying Opportunities:**

The session delved into the art of recognizing and capitalizing on opportunities. Mr. Bhalerao shared his experiences in identifying gaps in the market and explained how a keen observation of consumer needs played a crucial role in the success of Royal Indian Food.

### **Risk Management and Decision-Making:**

Entrepreneurship often involves risk-taking and decision-making. Mr. Bhalerao provided insights into effective risk management strategies and shared his decision-making process. Participants learned about calculated risks, learning from failures, and making informed choices in the dynamic business environment.

#### **Building a Brand and Company Culture:**

Mr. Sameer Bhalerao emphasized the importance of building a strong brand and fostering a positive company culture. He discussed the role of brand image in attracting customers and investors, and how a positive workplace culture contributes to employee satisfaction and overall success.

#### Adaptability and Innovation:

The session highlighted the significance of adaptability and innovation in entrepreneurship. Mr. Bhalerao shared how staying abreast of industry trends, embracing change, and fostering a culture of innovation are essential for sustained success in a competitive market.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Sameer Bhalerao. Attendees had the opportunity to seek advice, clarify doubts, and gain personalized insights into the entrepreneurial journey.

#### **Conclusion:**

The "Success Story in Entrepreneurship" session by Mr. Sameer Bhalerao set a motivational tone for the Industry-Academic Interface series. Participants not only gained valuable insights into the world of entrepreneurship but also had the opportunity to learn from a successful entrepreneur's experiences. The session successfully contributed to the overarching goal of bridging the gap between academia and industry by providing real-world insights into the entrepreneurial realm.

#### Session 2: "Dream Building and Roadmap for Career"

#### Introduction:

The Industry-Academic Interface series continued with an enriching session featuring Mr. Sanjay Agrawal, Founder & Director at ESSA Global Solution Pvt Ltd. The session focused on "Dream Building and Roadmap for Career," providing participants with valuable insights into career planning and the steps to transform aspirations into reality.

#### **Speaker Profile:**

Mr. Sanjay Agrawal, with his role as the Founder & Director at ESSA Global Solution Pvt Ltd, brought a wealth of experience and expertise in the business and corporate world. His session aimed to guide students and professionals in building a vision for their careers and charting a course toward their goals.

#### **Key Highlights:**

### **Building Dreams and Aspirations:**

Mr. Sanjay Agrawal initiated the session by emphasizing the importance of dreaming big and setting ambitious goals. He shared personal anecdotes and experiences that illustrated the power of having a clear vision for one's career.

#### **Self-Reflection and Identifying Passions:**

The session delved into the significance of self-reflection and understanding one's passions and strengths. Mr. Agrawal guided participants on how aligning career choices with personal interests can lead to fulfillment and sustained motivation.

#### **Creating a Career Roadmap:**

Practical advice was provided on creating a comprehensive roadmap for a successful career. Mr. Agrawal discussed the importance of setting short-term and long-term goals, identifying necessary skills, and continuously evaluating and adjusting the career plan.

#### **Overcoming Challenges and Failures:**

Mr. Sanjay Agrawal addressed the inevitable challenges and failures that individuals may encounter in their careers. He shared strategies for overcoming setbacks, learning from failures, and using challenges as opportunities for growth and improvement.

#### **Networking and Professional Development:**

The session highlighted the role of networking and continuous professional development in building a successful career. Mr. Agrawal discussed the importance of building meaningful connections, staying updated on industry trends, and actively seeking opportunities for learning and growth.

#### **Interactive Session:**

The session concluded with an interactive Q&A segment, allowing participants to engage directly with Mr. Sanjay Agrawal. Attendees had the opportunity to seek advice, gain further clarification, and share their own aspirations and career plans.

#### **Conclusion:**

"Dream Building and Roadmap for Career" by Mr. Sanjay Agrawal proved to be an insightful and motivating session. Participants not only received practical guidance on career planning but also gained inspiration from the experiences shared by a successful professional. The session successfully contributed to the Industry-Academic Interface series' objective of empowering individuals with the knowledge and insights needed to navigate their career paths effectively.









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#### REPORT ON INDUSTRY-ACADEMIC INTERFACE SESSIONS

Date: October 28, 2023

Time: 9:00 AM - 1:00 PM

Organizer: SaiBalaji International Institute of Management Sciences

Guest Speaker: Mrs. Malti Pilley (Life Coach and Image Consultant)

Mrs. Vaishali Bobde (Critical Thinking Skills for Developing Personality)

Session 1: Happiness and Well-being Quotient for Young Minds

Guest Speaker: Mrs. Malti Pilley (Life Coach and Image Consultant)

#### **Objective:**

The session aimed to address the importance of mental health, happiness, and overall well-being among the youth, emphasizing strategies to enhance their emotional quotient.

#### Overview:

Commencing at 9:00 AM, the session delved into discussions led by industry experts and academic professionals. It highlighted the significance of fostering positive mental health habits among young individuals and introduced various techniques to improve their well-being quotient.

### **Key Highlights:**

Expert Talks: Esteemed speakers from the mental health industry shared insights on coping mechanisms, stress management, and the cultivation of a positive mindset.

Interactive Workshops: Participants engaged in interactive workshops focusing on mindfulness exercises, self-reflection, and practical approaches to enhance personal happiness.

Q&A and Panel Discussion: A lively Q&A session and panel discussion allowed attendees to seek clarification and share personal experiences.

Session 2: Critical Thinking Skills for Developing Personality

Guest Speaker: Mrs. Vaishali Bobde (Critical Thinking Skills for Developing Personality)

#### Objective:

This session aimed to underscore the importance of critical thinking in personality development, emphasizing its role in shaping well-rounded individuals.

#### Overview:

Starting after a short break at 11:30 AM, Session 2 centered on the development of critical thinking skills to enrich personalities and enhance decision-making capabilities.

### **Key Highlights:**

Skill-Building Workshops: Facilitators conducted workshops focusing on problem-solving techniques, analytical thinking, and decision-making skills, fostering a more rounded personality.

Role-Play and Case Studies: Interactive activities like role-plays and case studies were employed to simulate real-life scenarios, encouraging participants to apply critical thinking methods.

Expert Insights: Esteemed speakers and educators shared their experiences and insights on how critical thinking positively influences personal growth and development.

#### **Conclusion:**

The Industry-Academic Interface Sessions on October 28, 2023, were highly informative and engaging. Both sessions shed light on crucial aspects of mental well-being and personality development, providing attendees with practical tools and knowledge for personal growth.

#### Images of the Session:



## **Student Coordinator Felicitated the Guest Speaker:**







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## **Industrial Visit Report**

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## Industrial Visit Report - Shivshakti Process Food (Parle Company Collaboration)

Date of Visit: April 9, 2023

Participants: MBA In and MBA IIndStudents

#### Introduction:

On April 9, 2023, the MBA 1 and MBA 2 students undertook an industrial visit to Shivshakti Process Food, a renowned entity known for its collaboration with Parle Company in the food processing sector. The visit aimed to provide students with practical insights into the operations, manufacturing processes, and management strategies employed by Shivshakti Process Food in their partnership with Parle Company.

## Overview of Shivshakti Process Food and Parle Company Collaboration:

Shivshakti Process Food stands as a key player in the food processing industry, recognized for its high-quality products and strategic alliances with major brands. The collaboration with Parle Company has further strengthened its position in the market. During the visit, students gained valuable information about the specific nature of the partnership, understanding how Shivshakti contributes to Parle's product line and distribution channels.

#### Highlights of the Visit:

Facility Tour: The visit commenced with a comprehensive tour of Shivshakti's manufacturing unit, giving students a first-hand view of the production processes involved in creating various food products for Parle Company. The students observed the sophisticated machinery, quality control measures, and adherence to industry standards.

Process Insights: The visit included detailed sessions explaining the intricate stages of food processing and packaging, emphasizing the importance of hygiene, precision, and technological advancements employed by Shivshakti to meet Parle's standards.

Supply Chain and Logistics: Discussions on supply chain management and logistics were enlightening, showcasing how Shivshakti ensures timely delivery of products to Parle Company's distribution centers across the region, optimizing efficiency and minimizing wastage.

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Quality Control Measures: The stringent quality control measures implemented by Shivshakti were highlighted, elucidating their significance in maintaining Parle Company's reputation for consistent quality across its product range.

Interaction with Industry Experts: Students had the opportunity to interact with industry experts, including production managers and quality assurance personnel, gaining insights into the practical challenges and innovative solutions in the food processing domain.

#### Conclusion:

The industrial visit to Shivshakti Process Food provided MBA 1 and MBA 2 students with a comprehensive understanding of the operational intricacies and collaborative efforts between Shivshakti and Parle Company. The first-hand experience and insights gained during the visit will undoubtedly complement the theoretical knowledge acquired in the classroom, enriching their understanding of strategic partnerships and industrial practices in the food processing sector.

The visit proved to be an invaluable learning experience, offering a glimpse into the real-world applications of management principles and reinforcing the importance of strategic collaborations in the competitive business landscape.

## Images of the Visit:



Students at the Shivshakti Process Food

Sai Balaji International Institute of Management Sciences, Pune





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Students and Faculty Members at the Shivshakti Process Food

Director Sai Balaji International Institute of Management Sciences, Puns





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## **Placement Data Summary**



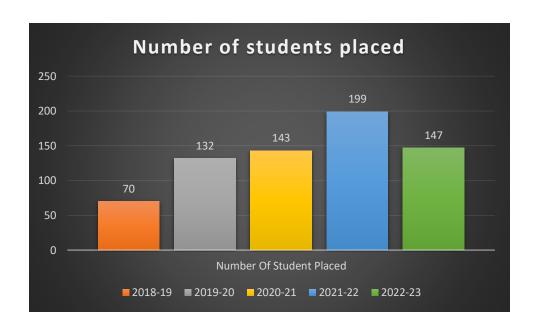
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## **Number Of Student Placed**

Year	Number Of Student Placed
2018-19	70
2019-20	132
2020-21	143
2021-22	199
2022-23	147



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## **Offer Letters**



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

Jul 10, 2023

Mr. Abhishek Anil Nehete Plot No 12, Vidyut Nagri, Mahabal, Jalgaon, Jalgaon, 425002 India

**Subject: Offer of Employment** 

#### **Dear Abhishek Anil Nehete:**

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Abhishek**, 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:
	Pooja Madnani
Ву:	7689E5DB192A487
	Signature

### **Authorized Signatory**

#### **Acceptance**

I, Abhishek, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:

--- 8BA7CA5226BF4BA..

Jul 11, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:56:10 -07:00

#### Annexure A

#### Mr. Abhishek Anil Nehete

#### Tax Consultant I -

Description	Monthly	Annual	
	(Rs. per month)	(Rs. per Annum)	
Basic Pay	17,500	210,000	
House Rent Allowance (HRA)	8,750	105,000	
Special Allowance1a & 1b	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	
Total Salary (in Rs.)	50,000	600,000	
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual 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 individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs & Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Abhishek Anil Nehete 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.

#### **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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#### **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

—DocuSigned by: Pooja Madnani

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Pooja Madnani

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#### **Talent**

#### **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Signature	Name
8BA7CA5226BF4BA	Abhishek Anil Nehete
Janutiti-	
DocuSigned by:	



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:56:10 -07:00

#### **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

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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.)

**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 Stated 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*.

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

#### **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

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

Title Date **Brief Description** DocuSigned by: Whate Jul 11, 2023 -8BA7CA5226BF4BA.. Date Signature Abhishek Anil Nehete Name (Print) ACCEPTED AND AGREED TO: **Deloitte Tax Services India Private Limited** DocuSigned by: Pooja Madnani 7689E5DB192A487.. Pooja Madnani **Talent** Jul 10, 2023 Its: Authorized Signatory Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:56:10 -07:00

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.

DELOITTI

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Signature

EXHIBIT C	
<u>Proceedings</u>	
[none, unless ot	herwise specified]
	Yes, I do have <i>Proceedings</i> to report
X	No, I do not have <i>Proceedings</i> to report
My signature be is complete and	low certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph accurate.
DocuSigned by:	

Abhishek Anil Nehete

Name

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3,

Jul 11, 2023

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
---------	--------

8BA7CA5226BF4BA

Signature

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India Private Limited  Docusigned by: Pooja Madnani 7689E5DB192A487		
Pooja Madnani		
Talent		
Its: Authorized Signatory	Jul 10, 2023  Date	
I have read and understood the above policy terms.  DocuSigned by:		



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:56:10 -07:00

Name

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.

Abhishek Anil Nehete

Jul 11, 2023

Date

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

# 3. HARRASSMENT POLICY

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

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

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

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

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

#### **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.

payment in neu or notice notwerstanding any other terms and conditions supulated 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)

This is a system generated offer

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 <b>November 13, 202</b> <del>তোপেয়াগ্রাক্ত পাঁ</del> সService.	23, I accept all the terms and cond	litions of the Employe	r as stipulated in	these Terms and
8BA7CA5226BF4BA	Abhi	shek Anil Nehete		
Signature	Name			

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Jul 10, 2023

Mr. Abhishek Anil Nehete Plot No 12, Vidyut Nagri, Mahabal, Jalgaon, Jalgaon, 425002 India

#### **Training Agreement**

#### Dear Abhishek:

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 **November 13, 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,

By:

For Deloitte Tax Services India Private Limited

Pooja Madnani
7689E5DB192A487...
Signature

**Authorized Signatory** 

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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

Mr. Aditya Dnyandeo Lahudkar Flat No 203, Sainik Residency, Phase 6, Colony 8, Ganesh Nagar, Bopkhel, Pune, 411031 India

**Subject: Offer of Employment** 

#### Dear Aditya Dnyandeo Lahudkar:

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Aditya**, 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 Se	rvices	India	Private	Limited

Best regards,

	DocuSigned by:
	Pooja Madnani
By:	7689E5DB192A487
,	Signature

# **Authorized Signatory**

#### **Acceptance**

I, Aditya, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:

DF898DE636124D0...

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:50:41 -07:00

#### Annexure A

#### Mr. Aditya Dnyandeo Lahudkar

#### 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 Allowance1a & 1b	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	
Total Salary (in Rs.)	50,000	600,000	
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual 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 individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs &

Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



# Aditya Dnyandeo Lahudkar

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.

# **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

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

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

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

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

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

# 10. Ownership of Works.

- a. I agree that the Employer owns all rights, title and interest in and to all Works.
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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#### **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

DocuSigned by:

Pooja Madnani

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# Talent

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

DocuSigned by:  DF898DE636124D0	
Signature	 Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:50:42 -07:00

# **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

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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.)

**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 Stated 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*.

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

#### **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>	<b>Brief Description</b>
**	Signed by: IDE636124D0 re		
Name (	Print)		
	ED AND AGREED TO: e Tax Services India Private	Limited	
Poojs	Signed by: & Madnani 5DB192A487		
Talent			
Its:	Authorized Signatory		 Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:50:42 -07:00

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.

DELOITTE

# Proceedings [none, unless otherwise specified] Yes, I do have Proceedings to report No, I do not have Proceedings to report Wy signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name

**EXHIBIT C** 

DocuSigned by:

DF898DE636124D0...

Signature

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

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** DocuSigned by: Pooja Madnani 7689E5DB192A487 **Talent** Its: Authorized Signatory Date I have read and understood the above policy terms. DocuSigned by: DF898DE636124D0. Signature Name Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:50:42 -07:00

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

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. 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 and Independence for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

# 3. HARRASSMENT POLICY

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

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

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

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

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

#### 5. RETTREMENT 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.

payment in neu or notice notwithstanting any other terms and conditions supulated 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 <b>November 13, 2023</b> , I accept all Control of the Service.  DF898DE636124D0	the terms and conditions of the Employer as stipulated in these Terms and
Signature	Name



Mr. Aditya Dnyandeo Lahudkar

Flat No 203, Sainik Residency, Phase 6, Colony 8, Ganesh Nagar, Bopkhel,

Pune, 411031

India

# **Training Agreement**

# Dear Aditya:

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 **November 13, 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,

By:

For Deloitte Tax Services India Private Limited

Pooja Madnani
7689E5DB192A487...
Signature

**Authorized Signatory** 

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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

Jul 10, 2023

Mr. Anagh Jitendrakumar Mishra Panalal Nagar Shilangan Road, Amravati, 444605 India

**Subject: Offer of Employment** 

#### Dear Anagh Jitendrakumar Mishra:

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 **November 13**, 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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Anagh**, 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:
	Pooja Madnani
Зу:	7689E5DB192A487
•	Signature

# **Authorized Signatory**

#### **Acceptance**

I, **Anagh**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance — DocuSigned by:

Annin.

Signature

-2469C7395F5442E..

Jul 12, 2023

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:57:50 -07:00

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#### Annexure A

# Mr. Anagh Jitendrakumar Mishra

#### Tax Consultant I -

Description	Monthly	Annual	
	(Rs. per month)	(Rs. per Annum)	
Basic Pay	17,500	210,000	
House Rent Allowance (HRA)	8,750	105,000	
Special Allowance1a & 1b	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	
Total Salary (in Rs.)	50,000	600,000	
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual 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 individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs &

Maintenance

claimed

Rs./₹ 3,000/- per month

**Rs./₹ 7,500/-** per month

<sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



# **Anagh Jitendrakumar Mishra**

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.

# **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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# **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

— DocuSigned by: Pooja Madnani

-7689E5DB192A487..

Pooja Madnani

# Talent

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

DocuSigned by:	Anagh Jitendrakumar Mishra
2469C7395F5442E  Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:57:50 -07:00

# **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

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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.)

**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 Stated 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*.

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

#### **EXHIBIT B**

Its:

Authorized Signatory

DELOITTI

#### 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

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

<u>Title</u>	<u>Date</u>		Brief Description
DocuSigned by:  2469C7395F5442E  Signature		Jul 12, 2023 Date	_
Anagh Jitendrakumar Mishra	1		
Name (Print)			
ACCEPTED AND AGREED TO:  Deloitte Tax Services India Priva	te Limited		
Pooja Madnani 7689E5DB192A487			
Pooja Madnani <b>Talent</b>		Ju	ıl 10, 2023

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:57:50 -07:00

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.

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Date

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[none, unless otherwise specified]

Yes, I do have Proceedings to report

 $\chi$  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.

DocuSigned by:

2469C7395F5442E...

Signature

Anagh Jitendrakumar Mishra
Name

Date

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#### **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

No, I do not have Х

Post-Employment Restrictions

re: Clients

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:			
Deloitte Tax Services India I	Private Limited		
Pooja Madnani 7689E5DB192A487			
Pooja Madnani			
Talent			

Its: Authorized Signatory Jul 10, 2023 Date

I have read and understood the above policy terms.

DocuSigned by:

2469C7395F5442E.

Anagh Jitendrakumar Mishra

Jul 12, 2023

Date

Signature Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.11 05:57:50 -07:00

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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

#### 3. HARRASSMENT POLICY

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

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

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

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

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

#### **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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 <b>November 13, 2023</b> , I accept all con Royal Bips প্রতিপ্রতিষ্ঠিত বিশ্ব বি	the terms and conditions of the Employer as stipulated in these Terms and  Anagh Jitendrakumar Mishra
Signature	Name

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This is a system generated offer



Jul 10, 2023

Mr. Anagh Jitendrakumar Mishra Panalal Nagar Shilangan Road, Amravati, 444605 India

#### **Training Agreement**

#### Dear Anagh:

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 **November 13, 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** 

Pooja Madnani —7689E5DB192A487...

By:

Signature

**Authorized Signatory** 



29th March 2023

#### Apurva Prakash Ingole Pune

#### E-mail ID: ingoleapurva18@gmail.com

#### Offer Letter

#### Dear Apurva Prakash Ingole,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of employment:

1. Designation : Management Trainee / InP - Management Trainee

2. Company: : FIS Solutions (India) Private Limited

3. Place of Posting : Upper Ground Floor to 7th Floor,

Westend Center One, Survey No. 169/1, Sector II, Aundh, Pune 411007, INDIA

4. Date of Joining : 10<sup>th</sup> April 2023

5. Compensation & Benefits : Annual Base Pay : Rs. 581,817 /-

Performance Pay: Rs. 43,637 /- Total Compensation (TC): Rs. 625,454 /-

Break up of above Compensation details are provided in Annexure 1.

- 6. **Background Checks**: Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
- 7. **Confidentiality**: You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
- 8. **Notice Period**: Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you 75 days Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving 75 days Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
- 9. **Probation Period**: You will be on probation initially for a period of 6 months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.
- 10. Cause for Termination means: A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the



commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of work**: Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, You may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The Annexure II needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely

Nikhileshwar Singh

People Leader – India and Philippines



ANNEXURE - Compensation and Benefits			
Name: Apurva Prakash Ingole	w.e.f.	<u>10-Apr-23</u>	
FIXED PAY			
Particulars	Amount (PM)	Amount (PA)	
Basic Salary	24,250	291,000	
House Rent Allowance	12,125	145,500	
Flexi Benefit Plan <sup>^</sup>	9,200	110,397	
Employer's contribution to Provident Fund	2,910	34,920	
BASE PAY (FIXED PAY)	48,485	581,817	
Performance Bonus*		43,637	
TOTAL COMPENSATION (TC)		625,454	
ANNUAL BENEFITS			
Benefit Particulars		Amount (PA)	
Gratuity (As per payment of Gratuity Act)		13,998	
Premium paid by the employer for Group Health Medical Insurance**		28,226	
COST TO COMPANY (CTC)		667,678	

<sup>\*</sup> Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

- \*\* To know your eligibilities for Group Health Medical Insurance, please refer to the policy
- \*\*You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.
- ^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC) All salary components are governed by the company policies and statutory guidelines This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager



#### **ANNEXURE II**

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I Apurva Prakash Ingole, confirm that I am voluntarily sharing my Personal Information with FIS

Solutions (India) Private Limited for the following purposes:

a) Validating my Curriculum Vitae and retaining records on the same for any future

reference/verification

b) Processing my job application including background verification checks and medical checks

c) Employment-related actions including record keeping, processing compensation and benefits and

any action required in the context of my employment with FIS Solutions (India) Private Limited.

In this context, I also agree to the retention of such Personal Information by FIS Solutions (India) Private

Limited for any future reference/verification and authorize FIS Solutions (India) Private Limited to

transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with FIS

Solutions (India) Private Limited and is capable of identifying me.

Name: Apurva Prakash Ingole					
Signature:					
Date:					



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

Jul 10, 2023

Mr. Ashish Nivrutti Satao Plot No 1, Sai Nagar, Buldhana Road, Malkapur, Dist Buldhana, Malkapur, 443101 India

**Subject: Offer of Employment** 

#### **Dear Ashish Nivrutti Satao:**

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Ashish**, 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,

By:

Docusigned by:

Pooja Madnani

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Signature

#### **Authorized Signatory**

#### **Acceptance**

I, **Ashish**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance — DocuSigned by:

Azatas

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Jul 11, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:06:37 -07:00

#### Annexure A

#### Mr. Ashish Nivrutti Satao

#### Tax Consultant I -

Description	Monthly	Annual		
	(Rs. per month)	(Rs. per Annum)		
Basic Pay	17,500	210,000		
House Rent Allowance (HRA)	8,750	105,000		
Special Allowance1a & 1b	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		
Total Salary (in Rs.)	50,000	600,000		
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual 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 individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs &

Maintenance

Rs./₹ 3,000/- per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Ashish Nivrutti Satao 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.

#### **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

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

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

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

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

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

#### 10. Ownership of Works.

- a. I agree that the Employer owns all rights, title and interest in and to all Works.
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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#### **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

—DocuSigned by: Pooja Madnani

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Pooja Madnani

#### **Talent**

#### **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

— DocuSigned by: ————————————————————————————————————	Ashish Nivrutti Satao
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:06:37 -07:00

#### **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

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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.)

**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 Stated 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*.

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

#### **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

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

Title Date **Brief Description** DocuSigned by: Jul 11, 2023 -7B479575AF50428 Date Signature Ashish Nivrutti Satao Name (Print) ACCEPTED AND AGREED TO: **Deloitte Tax Services India Private Limited** DocuSigned by: Pooja Madnani 7689E5DB192A487.. Pooja Madnani **Talent** Jul 10, 2023 Its: Authorized Signatory Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:06:37 -07:00

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.

DELOITTI

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Signature

EXHIBIT C			
<u>Proceedings</u>			
[none, unless otherwise s	specified]		
	Yes, I do have <i>Proceedings</i> to rep	ort	
X	No, I do not have <i>Proceedings</i> to i		
My signature below certification is complete and accurate		ge, the information I have provided abov	ve, pursuant to Paragraph
DeauSigned by			
DocuSigned by:			
7D4705754750429	As	shish Nivrutti Satao	Jul 11, 2023

Name

3,

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  DocuSigned by:  Pooja Madnani  7689E5DB192A487	
Pooja Madnani	

Talent

Its: Authorized Signatory

Jul 10, 2023

Date

I have read and understood the above policy terms.

— DocuSigned by:

-7B479575AF50428..

Ashish Nivrutti Satao

Jul 11, 2023

Signature

Name Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:06:37 -07:00

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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

#### 3. HARRASSMENT POLICY

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

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

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

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

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

#### 5. RETTREMENT 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.

payment in neu or notice notwerstanding any other terms and conditions supulated 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and Cortent Pare of Service.

Ashish Nivrutti Satao

Name

Signature

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.



Jul 10, 2023

Mr. Ashish Nivrutti Satao

Plot No 1, Sai Nagar, Buldhana Road, Malkapur, Dist Buldhana,

Malkapur, 443101

**India** 

#### **Training Agreement**

#### Dear Ashish:

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 **November 13, 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,

By:

For Deloitte Tax Services India Private Limited

Pooja Madnani
7689E5DB192A487...
Signature

**Authorized Signatory** 

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India. GST Reg No: 36AABCD9771F1ZH CIN: U74140TG2004PTC043433



Neeyamo Enterprise Solutions Pvt. Ltd., NTPL SEZ (Blueridge), IT 05, 1<sup>st</sup> Floor, S.No. 154/6, Phase I, Hinjewadi, Pune 411057, India. CIN-U72200TN2009PTC070707

26-Oct-2022

Dear Manisha Jadhav,

#### SUB.:Offer Letter

Congratulations! With reference to your interview, we are pleased to offer you the position as Country Implementation Consultant, Payroll Transformation at our Pune office.

Breakup of your compensation package is provided herewith. We would like you to join our company on 31-Oct-2022 at 10:30 AM unless otherwise agreed to in writing or else the offer will be null and void. Your gross emoluments will be Rs. 350000 per annum (CTC). You will be issued a detailed appointment letter on your joining with us.

	Per Month	Per Annum		
General Components				
Basic	14583.0	175000.0		
House Rent Allowance	7292.0	87500.0		
Special Allowance	3790.0	45482.0		
Fixed Bonus	583.0	7000.0		
Total Gross Salary	26249.0	314982.0		
Employer Contribution				
Provident Fund	1800.0	21600.0		
Gratuity*	702.0	8418.0		
Total Employer Contributions	2502.0	30018.0		
Annuals				
Insurance Premium		5000.0		
Cost to Company (CTC)	29167.0	350000		
Employee Deductions				
Provident Fund	1800.0	21600.0		
Total Net Salary**		24449.0		
GMC & GPA Coverage	un			
Health Insurance		200000.0		
Accidental Insurance		250000.0		







Neeyamo Enterprise Solutions Pvt. Ltd., NTPL SEZ (Blueridge), IT 05, 1<sup>st</sup> Floor, S.No. 154/6, Phase I, Hinjewadi, Pune 411057, India. CIN-U72200TN2009PTC070707

#### Note 1:

- Gratuity is payable to employee on completion of 5 years' service as per Payment of Gratuity Act, 1972
- \* Statutory bonus is calculated as per the Payment of Bonus Act, 1965 and is paid monthly.
- \*\* Excluding taxes (Professional Tax, Income Tax, etc.)

#### Note 2:

Our monthly payroll cycle is from 1st to the last day of every month.

You are asked to report for duty at the following address: Neeyamo Enterprise Solutions, 1st floor, IT 5 building, M/S Flagship Infrastructure Pvt Ltd, SEZ, Survey no. 154/6, Rajiv Gandhi InfoTech Park, Hinjewadi, Phase 1, Pune-411057.

Please indicate your acceptance of this offer under the terms described above by returning a signed copy of this letter no later than 28-Oct-2022, post which the offer stands null and void.

We count on you to take Neeyamo to greater heights. Wish you the very best!

Warm Regards

For Neeyamo Enterprise Solutions Pvt. Ltd.

Rupinder Kaur

Director, Human Capital Management | Neeyamo Enterprise Solutions

#### Annexure

#### Annexure 1: List of document copies you need to produce on Day 1

- 1. Current Resume
- 2. Class X Mark Sheet & Certificate
- 3. Class XII Mark Sheet & Certificate
- 4. UG, PG, Other : Mark Sheets & Certificates
- Professional Qualification: Certificate
- Relieving Letter or Experience Certificate
- 7. Salary Slip from the Last Organization
- 4 Passport Size Photographs on white background
- 9. Form 16/ Salary Certificate from the Last Organization
- 10. Passport Photocopy
- PAN Card Photocopy
- 12. Address Proof (Voters ID/ Driving Liscence/ Aadhar Card, etc.)
- Signed Copy of the Offer Letter
- Recent VISA (for NRI employee only)



# kotak

### Kotak Mahindra Bank

**April 19, 2023** 

#### **Dear Pranoti Birhade**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **Deputy Manager**, at Grade **M2** in our organization at **Mumbai**.

Your annual compensation in terms of fixed cost to company will be INR. 600,000/-(six lakhs only). A detailed appointment letter will be issued to you, subsequent to acceptance of this offer.

Name	Pranoti Birhade
Designation	Deputy Manager
Role	Management Trainee
Function	Management Trainee-SCV - Small Commercial Vehicle-Retail Sales
State	Maharashtra
With effect from	24-Apr-23

		Com	pensation Stru	ıcture	
	Component	P.M.	P.A.	Frequenc	Remarks
a. Basic	Basic Salary	19,668	236,020	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurances Premiums) & Additional HRA (If any).
b. Housing	House Rent Allowance	9,834	118,010	Monthly	Upto 50% of Basic Salary
c. Allowances and Benefits	Fitness Allowance	1,000	12,000	Monthly	Amount paid per month under Health and Fitness related Benefit. You can enter your fitness goals by visiting on Kotak's site: Health to the power infinity
	Statutory Bonus	3,934	47,204	Monthly	Payable as per Payment of Bonus Act
	Profession al Allowance	11,428	137,141	Monthly	Paid out as a supplementary allowance
d. Insurances Premiums	Mediclaim		7,750	Annual	This denotes average Premium for covering you and dependents (partner and 2 children) for 4 Lakhs family floater. Additional cover of 2Lakhs for employees post completion of 5 years.

#### Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137



## Kotak Mahindra Bank

	Contributio	28,322	Annual	on pro-rata basis at the time of separation even if length of service is less than 5 years.  Company's contribution
	Contributio	28 322	Annual	separation even if length of service is less than 5 years.
				separation even if length of
	Fund			continuous service as per The Payment for Gratuity Act. As per current gratuity policy of the company, exgratia is paid
e. Retirals	Contributio n to Gratuity	11,353	Annual	Accident Policy.  This amount is 4.81% of Basic Salary. However gratuity is payable after 5 years of
				CTC, whichever is higher Refer Term Life Insurance Policy & Group Personal
				Group Personal Accident Policy (GPA): 3L or 1 time
	Life + GPA			for the grade calculated as per Term Life cover for the grade. Life Insurance Policy: 1.5 times of CTC or grade-wise limit whichever is higher.
	Kotak Term	2,200	Annual	Employee will be eligible for Mediclaim policy on completion of 6 months.  This denotes average premium
				More details in Kotak Mediclaim Policy. Voluntary top-up and parents policies cover premium is paid by you.
				You will be covered by default, coverage of the dependents as per your declaration. Policy is renewed in April every year.

#### Kotak Mahindra Bank Ltd.

CIN: L65110MH1985PLC038137

Kotak Infinii, Building No. 21, Zone 4, 2nd Floor, Infiniti Park, Off Western Express Highway, General AK Vaidya Marg, Malad (E), Mumbai 400097, Maharashtra, India.



### Kotak Mahindra Bank

# Bonus on confirmation

(Rupees One Lakh Only) to be paid to you upon successful confirmation of your services with us, on following terms and conditions:

- · Having no disciplinary issues as per the terms & conditions of service
- Continuing to be in the employment of Kotak Mahindra Bank Ltd .
- · Not having tendered resignation or you serving notice period
- The amount will be paid post deduction of applicable taxes
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amounts, you shall be liable to pay the entire amount. The Company has the right to set off the amount not paid against any dues payable to you

This email is intended for your understanding of the salary components only and should not be construed as a formal offer of employment. We shall issue a formal appointment letter once you give your acceptance of the above to us either on email/system. After receiving your Appointment Letter, you should initiate your resignation with your current employer.

Your employment is subject of the positive background verification of all the details provided by you including Employment/ Educational documents. It is advised that you submit documents best to your knowledge.

Yours sincerely,

For Kotak Mahindra Bank Ltd,

Fardin Sadeghian Associate Vice President Human Resources



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

Jul 10, 2023

Ms. Khushboo Harish Thawani House No 426/3 Dayal Nagar Ward No 39 Deoli Road, Wardha, 442001 India

**Subject: Offer of Employment** 

#### Dear Khushboo Harish Thawani:

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 **November 13**, 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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

This is a system generated offer

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Khushboo**, 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:
	Pooja Madnani
By:	7689E5DB192A487
•	Signature

# **Authorized Signatory**

### **Acceptance**

I, **Khushboo**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:

AFD9C6E9BFD5418...

Jul 11, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:57:09 -07:00

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### Annexure A

### Ms. Khushboo Harish Thawani

Tax Consultant I -

Description	Monthly	Annual		
	(Rs. per month)	(Rs. per Annum)		
Basic Pay	17,500	210,000		
House Rent Allowance (HRA)	8,750	105,000		
Special Allowance1a & 1b	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		
Total Salary (in Rs.)	50,000	600,000		
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business		
Medical Insurance Premium <sup>4</sup>	3,014	36,167		

<sup>\*</sup>The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs &

Maintenance

Rs./₹ 3,000/- per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Khushboo Harish Thawani 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.

# **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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# **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

— DocuSigned by: Pooja Madnani

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Pooja Madnani

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# **Talent**

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

DocuSigned by:  AFD9C6E9BFD5418	Khushboo Harish Thawani
	<del></del>
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:57:10 -07:00

# **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

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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.)

**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 Stated 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*.

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

### **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

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

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

DocuSigned by:

Jul 11, 2023

Signature

Date

Khushboo Harish Thawani

Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited** 

DocuSigned by:
Pooja Madnani
7689E5DB192A487...

Pooja Madnani

Talent

Its: Authorized Signatory

Jul 10, 2023

Date

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:57:10 -07:00

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.

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[none, unless otherwise specified]

Yes, I do have Proceedings to report

 $\chi$  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.

DocuSigned by:

Khushboo Harish Thawani

Signature

Khushboo Harish Thawani

Date

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# **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

No, I do not have Х

Post-Employment Restrictions

re: Clients

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India I	Private Limited	
Pooja Madnani 7689E5DB192A487		
Pooja Madnani		

**Talent** 

Its: Authorized Signatory Jul 10, 2023 Date

I have read and understood the above policy terms.

DocuSigned by:

Signature

AFD9C6E9BFD5418

Khushboo Harish Thawani

Jul 11, 2023

Name Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:57:10 -07:00

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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

# 3. HARRASSMENT POLICY

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

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

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

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

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

### 5. RETTREMENT 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.

payment in neu or notice notwerstanding any other terms and conditions supulated 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)

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(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
- 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, quidelines, 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 <b>November 1</b> : ConRotalPiageのMyService.	<b>3, 2023</b> , I accept all the terms and cond	nditions of the Employer as stipulated in these Terms a	and
AFD9C6E9BFD5418	Khus	shboo Harish Thawani	
Signature	Name		

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Jul 10, 2023

Ms. Khushboo Harish Thawani House No 426/3 Dayal Nagar Ward No 39 Deoli Road, Wardha, 442001 India

### **Training Agreement**

### Dear Khushboo:

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 **November 13, 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,

By:

For Deloitte Tax Services India Private Limited

Pooja Madnani
7689E5DB192A487...

Signature

**Authorized Signatory** 

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June 10, 2023

Mr. Sanket Prasad Agashe Pune

Dear Sanket,

# Letter of Intent

We wish to convey through this letter our desire to appoint you as **Sales Trainee** in our Company. Your onboarding is planned in our **Corporate office** at **Ahmedabad** and your place of posting shall be conveyed to you subsequently.

The Compensation terms have been discussed and communicated to you and we both agree on the same. The above is subject to you being found medically fit by a doctor appointed by the company and you joining our Company not later than **19**<sup>th</sup> **June**, **2023**. On joining we shall be handing over your formal appointment letter.

At the time of joining we expect you to carry the following documents:

- 1. Copy of resignation acceptance
- 2. Relieving Letter from your present employer
- 3. Experience Certificate
- 4. Copy of Testimonials of academic qualifications
- 5. Proof of permanent address
- 6. Two passport and two stamp sized photographs

Kindly return a copy of this letter duly signed as a token of your acceptance of our letter of intent.

Thanking you,

Yours sincerely, for ZYDUS WELLNESS PRODUCTS LTD.

Apoorva Kapoor Head – Human Resources

Accepted.....

Date.....



# **COMPENSATION BREAKUP**

Fixed Component			
Particulars	Per Month	Per annum	
Basic	10000	120000	
Conveyance Allowance	1600	19200	
Education Allowance	1000	12000	
House Rent Allowance	16952	203428	
Kit Allowance		2400	
Uniform Allowance	500	6000	
Sodexo Meal Vouchers	0	0	
Statutory Bonus	0	16800	
PF @ 12%	1200	14400	
Gratuity @ 4.81%	481	5772	
Fixed CTC	31,733	4,00,000	
Variable Component*			
Variable Pay of 10,000 per month			
Total CTC	4,00,000 -	<b>-</b> Variable	

Variable component defines earning potential at 100% performance. The same will be paid post 6 months, basis performance & confirmation on manager assessment.

Apoorva Kapoor Head – Human Resources

Accepted.....

Date.....



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

Jul 10, 2023

Ms. Megha Motiramji Raut 269 Arvi Road, Infront Of New Police Quarter, Tiwari Layout Pipari Meghe, Wardha, 442001 India

**Subject: Offer of Employment** 

### Dear Megha Motiramji Raut:

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

This is a system generated offer

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Megha**, 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,

By:

DocuSigned by:

Pooja Madnani

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Signature

# **Authorized Signatory**

### **Acceptance**

I, Megha, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance — DocuSigned by:

1 A aut

BDEA29A07027488..

Jul 11, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:24:07 -07:00

### **Annexure A**

### Ms. Megha Motiramji Raut

### Tax Consultant I -

Description	Monthly	Annual		
	(Rs. per month)	(Rs. per Annum)		
Basic Pay	17,500	210,000		
House Rent Allowance (HRA)	8,750	105,000		
Special Allowance1a & 1b	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		
Total Salary (in Rs.)	50,000	600,000		
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual 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 individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs &

Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Megha Motiramji Raut 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.

# **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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# **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

—DocuSigned by: Pooja Madnani

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Pooja Madnani

# Talent

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

DocuSigned by:  BDEA29A07027488	Megha Motiramji Raut
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:24:07 -07:00

# **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

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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.)

**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 Stated 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*.

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

### **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

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

Date

DocuSigned by:

BDEA29A07027488...

Signature

Megha Motiramji Raut

Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited** 

DocuSigned by:
Pooja Madnani
7689E5DB192A487...

Pooja Madnani **Talent** 

Its: Authorized Signatory

Jul 10, 2023

Date

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:24:07 -07:00

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.

BDEA29A07027488.

Signature

EXHIBIT C	
<u>Proceedings</u>	
[none, unless ot	herwise specified]
	Yes, I do have <i>Proceedings</i> to report
X	No, I do not have <i>Proceedings</i> to report
My signature be is complete and	low certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph accurate.
DocuSigned by:	

Megha Motiramji Raut

Name

3,

Jul 11, 2023

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

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Signature

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India Private Limited		
Pooja Madnani		
7689E5DB192A487		
Pooja Madnani		
Talent  Its: Authorized Signatory	Jul 10, 2023 ———————————————————————————————————	
I have read and understood the above policy terms.  DocuSigned by:	Date	
The aut	Megha Motiramii Raut	Jul 11. 2023



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:24:07 -07:00

Name

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.

Date

### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

# 3. HARRASSMENT POLICY

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

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

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

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

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

#### **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.

payment in neu or notice notwerstanding any other terms and conditions supulated 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in these Terms and COTRINING OF Service.

Megha Motiramji Raut

Signature

Name



Jul 10, 2023

Ms. Megha Motiramji Raut

269 Arvi Road, Infront Of New Police Quarter, Tiwari Layout Pipari Meghe,

Wardha, 442001

India

## **Training Agreement**

## Dear Megha:

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 **November 13, 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,

By:

For Deloitte Tax Services India Private Limited

Pooja Madnani
7689E5DB192A487...
Signature

**Authorized Signatory** 

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This is a system generated offer



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

Jul 7, 2023

Mr. Sahil Dwivedi Gram Post Dubgawa, Tehsil Mangawan, Rewa, 486111 India

**Subject: Offer of Employment** 

#### Dear Sahil Dwivedi:

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Sahil**, 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,

By:

Docusigned by:

Pooja Maduani

796E2923FD4440C...

Signature

# **Authorized Signatory**

#### **Acceptance**

I, Sahil, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance —DocuSigned by:

6EA0909124CC4BC...

Jul 9, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

#### Annexure A

Mr. Sahil Dwivedi Tax Consultant I -

Description	Monthly	Annual	
	(Rs. per month)	(Rs. per Annum)	
Basic Pay	17,500	210,000	
House Rent Allowance (HRA)	8,750	105,000	
Special Allowance1a & 1b	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	
Total Salary (in Rs.)	50,000	600,000	
Variable Bonus*	the end of the fiscal year, as applicab	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium <sup>4</sup>	3,014	36,167	

<sup>\*</sup>The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs & Maintenance

claimed.

Rs./₹ 3,000/- per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Sahil Dwivedi 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.

## **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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## **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

DocuSigned by:

Pooja Madnani —796E2923FD4440C...

Pooja Madnani

# **Talent**

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

— DocuSigned by: 6EA0909124CC4BC	Sahil Dwivedi
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

## **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

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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.)

**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 Stated 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*.

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

#### **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

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

Title **Date Brief Description** DocuSigned by: Jul 9, 2023 6EA0909124CC4BC Date Signature Sahil Dwivedi Name (Print) ACCEPTED AND AGREED TO: **Deloitte Tax Services India Private Limited** DocuSigned by: ooja Madnani 796E2923FD4440C Pooja Madnani Talent Jul 7, 2023 Its: Authorized Signatory Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

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.

DELOITTI

Signature

EXHIBIT C			
<u>Proceedings</u>			
[none, unless otherwise	specified]		
	Yes, I do have <i>Proceedings</i> to repo	rt	
X	No, I do not have <i>Proceedings</i> to re		
My signature below certi		ge, the information I have provided abo	ve, pursuant to Paragraph
is complete and accurace			
DocuSigned by:			
6EA0909124CC4BC	Sal	hil Dwivedi	Jul 9, 2023

Name

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India. GST Reg No: 36AABCD9771F1ZH CIN: U74140TG2004PTC043433

3,

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

Signature

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India Private Limited		
DocuSigned by:		
Pooja Madnani		
796E2923FD4440C		
Pooja Madnani		
Talent		
Its: Authorized Signatory	Jul 7, 2023 Date	
I have read and understood the above policy terms.		
DocuSigned by:		
Solis	Sahil Dwivedi	Jul 9, 2023



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

Name

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.

Date

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

## 3. HARRASSMENT POLICY

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

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

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

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

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

#### 5. RETTREMENT 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.

payment in neu or notice notwerstanding any other terms and conditions supulated 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 <b>November 13, 202</b> তেমেগাড়াঞ্জ্ডাগ্ডিService.	<b>3</b> , I accept all the terms and	conditions of the Employe	r as stipulated in these	: Terms and
6EA0909124CC4BC		Sahil Dwivedi		
Signature	Name	<del></del>		

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.



Jul 7, 2023

Mr. Sahil Dwivedi Gram Post Dubgawa, Tehsil Mangawan, Rewa, 486111 India

### **Training Agreement**

#### Dear Sahil:

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 **November 13, 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

Poola Madrai

By:

Signature

**Authorized Signatory** 

Corp. Office: 708, City Avenue, Bombay-Bangalore Highway, Wakad, Pune. Maharashtra. India- 411057 Regd. Office: D701, Park Titanium, Park Street, Wakad, Pune. Maharashtra. India- 411057 Phone: +91 7738386781 | info@iOCFO.com | www.iOCFO.com

# **Appointment Letter**

Private & Confidential April 3<sup>rd</sup>, 2023

Mr. Nikhil Sunil Songire N-11 E-4/1 Opp SPI Services Instute Mayur Nagar, HADCO Aurangabad, Maharashtra- 431003

#### Dear Nikhil,

It was a pleasure meeting you in connection with your application for a job with iOCFO Consulting Pvt Ltd ("Company").

We are pleased to offer you an "Internship-to-Hire" with the company as an "SAP Analytics & EPM Consultant" at our Pune office w.e.f. 10<sup>th</sup> April 2023.

Please note that you will be hired as an "Intern" and will be converted to an "Employee Consultant" on successful completion of the training during internship period as well as completion of your MBA. The conversion of your position from "Intern" to "Employee Consultant" is the sole discretion of the company. Once the company offers you to become an "Employee Consultant" it will be mandatory for you to accept it.

In our endeavor to achieve and exceed our goals, we look for professionals like you who would partner the future growth of the organization. Our work environment encourages people to fulfill their career and professional aspirations in tandem with the organizational goals. We are confident that with your skills, competencies, and capabilities you would be an invaluable addition to the team.

Based on the business needs of the company you may be required to be transferred in such capacity as the company may from time to time determine to any location, department, establishment, branch, associate, or affiliate of the company.

# 1. Compensation

Your gross compensation during internship will be INR 7,500/- (Rupees Seven Thousand Five Hundred Only) which will be all-inclusive.

Once your position is converted to "Employee Consultant", your gross annual compensation will be 4,00,800/- (Rupees Four Lakh Eight Hundred) per annum (as per Annexure-I).

You will be required to join our Pune office. At the completion of the training period, you may be deputed to a suitable client location.

Your compensation will be reviewed periodically as per company policy.

Your compensation is personal to you, and you are not supposed to share your compensation details

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with anybody in the organization. Annual Variable Pay is payable at the end of the fiscal year and is subject to the performance of the employee and the company.

#### 2. Working Hours

The company's office timings are 10 AM to 7 PM from Monday to Friday excluding Holidays. While it is mandatory that all employees work for a given hours of shift, it may be required, at times, that they put in additional hours, based on project/assignment deadline and requirements. In case you are deputed onsite to any of our client locations (in India or abroad), the client's working hours and holiday calendar will be applicable to you.

## 3. Leave policy

You will be entitled for leave, as per the leave policy of the company in force from time to time. Your will be governed by the working hours applicable to your location of posting and you will be required to work additional hours as may be necessary for the efficient execution of your responsibilities. In cases you are deputed to one of our clients (as a consultant or as a sub- contractor), the leave policy of the client will be in effect.

## 4. Medical Insurance

The company will reimburse the cost of medical cover as per the limits specified in the appointment letter. You are advised to take additional medical covers as per your requirements on your own.

# 5. Transfer and deputation

Your engagement may entail transfer to any other location, department, establishment, sister company or branch of the company anywhere in the world without any change in terms and condition of engagement at the sole discretion of the company. You would give your full time, efforts and dedications towards tasks and assignments assigned by the client and would not be able to exit from the assigned project before completion of the project or with our client's written approval and discharge your duty in a completely professional manner.

At deputation to a client project, you would be entitled to leave and other benefits as applicable as per client's policies and procedure which would be briefed to you by us while sending you on deputation at a client's project or assignment.

#### 6. Termination

We hope your association with the Company will be for a long term. However, if either side wishes to terminate the employment, the appointment may be terminated, after a notice of three months or on payment of basic salary in lieu of the same. However, in case of any breach of the terms of this appointment letter by the employee or the cases of in-subordination or where the performance of the candidate is found to be significantly below the expectations, the company will have the right to terminate the employment at a notice of one day.

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In case you leave the organization within Eighteen months of joining, any expenses incurred by the company on your joining, relocation and Training would have to be reimbursed by you. This would include travel, hotel accommodation, Housing security deposit and other such expenses, which would have been paid/reimbursed to you on joining. The expenses incurred on your training includes, inter alia, the salary or any financial emoluments paid to you during the first six months of Internship/ Employment.

The appointment is subject to your producing a release from your present employer or a statement from you that you are not employed at the time of accepting this offer, whichever the case may be. It is also subject to the acceptance of ability by the regulations and guidelines of the company. We reserve the right to amend the terms and conditions of this appointment to suit new circumstances.

At the time of joining, you must submit the following list of documents.

- All educational certificates in support of your qualification starting from 10<sup>th</sup> standard onwards.
- Employment and work experience certificates
- Relieving letter from last two previous employers
- 2 passport size photographs
- Photocopy of your passport
- Permanent and current residential address proof

# 7. Confidentiality

You will have to maintain confidentiality associated with your work and breach of this work will attract very stern, disciplinary action. During your tenure with the Company, you may come across information that is perceptive in nature. Such information may include adaptation or variation of designs, drawing, process, methods, programs, codes, material specifications and business plans, commercial or technical information of the company or its clients, associates, and proposals. You should treat such information with confidentiality and should not disclose to or discuss the same with anyone in the company or outside, for gain or otherwise. In precise instance, on the persistence of the company's client, you will be asked to sign an additional intellectual property rights agreement/non-disclosure as may be specified by our clients.

#### 8. Non-Compete and Non-Solicitation

The Consultant hereby agrees with the Company that, he shall not, for the term of this Agreement and for a period of Twelve (12) months from the Termination Date, without the prior written consent of the Company:

- (i) seek an employment, contract, or job directly or indirectly with any of our clients, end- clients or our business associates.
- (ii) Will not solicit any business, contract, or position with any of our clients, end- clients, or our business associates.

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#### 9. General

We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable for termination from services without notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered, and which are related to your commitments under this agreement.

You shall be governed by the services rules framed by the company from time to time and the company is entitled to initiate any action against you in case of committing any misconduct as per the service rules or breach of terms of employment.

Please note that this letter is subject to your acceptance and completion of onboarding formalities on or before 7<sup>th</sup> April 2023.

We welcome you onboard and wish you every success in your career with iOCFO Consulting Pvt Ltd.

### 10. No Parallel Employment

During the period of your internship as well as an Employee Consultant, you are now allowed to have another employment or assignment or business on contract or otherwise, whether part time or full time without prior written permission from the Company. If you are found to have another employment or assignment or business, it will be considered a violation of this employment letter.

# 11. Minimum Service Period

As the company is required to spend a significant amount of resources on your training and otherwise to make you ready to work as a consultant, you are required to commit a minimum period of 18 months as part of this employment. The commitment period starts from the date of your joining our organization as per this appointment letter. By accepting this appointment letter, you are also agreeing to the minimum Service Period asper this clause.

With Warm Regards,

iOCFO Consulting Pvt Ltd

**Authorized Signature Human** 

Resources

Accepted

Name, Signature and Date

Corp. Office: 708, City Avenue, Bombay-Bangalore Highway, Wakad, Pune. Maharashtra. India- 411057 Regd. Office: D701, Park Titanium, Park Street, Wakad, Pune. Maharashtra. India- 411057 Phone: +91 7738386781 | info@iOCFO.com | www.iOCFO.com

## Annexure-I

Compensation Details	Monthly (INR)	Yearly (INR)
Basic Salary	15,000	1,80,000
HRA	7,000	84,000
Conveyance Allowance	2,000	24,000
Misc. Allowance	3,600	43,200
Employer's contribution to PF*	1,800	21,600
Total CTC before Variable pay and Insurance		3,52,800
Annual Variable Pay**		40,000
Health Insurance Premium		8,000
Total	29,400	4,00,800

<sup>\*</sup> Deduction of PF depends on the employee's discretion provided the employee is not already a member of the EPF scheme.

Accepted

Name, Signature and Date

<sup>\*\*</sup> Variable pay is dependent on the performance of the company as well as of the employee.

<sup>\*\*\*</sup> The compensation will be subject to deduction of Income Tax and other taxes/levies as applicable as per the law.



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

Mar 7, 2023

Ms. Nisha C-61, 2Nd Floor, Street No. 3, Janta Garden, Pandav Nagar, Delhi, 110091 India

**Subject: Offer of Employment** 

#### Dear Nisha:

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 29**, **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 29, 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 29, 2023**, or an alternative mutually agreed upon date.

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

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within pre-defined boundary if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:00 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Gurugram and Bengaluru.

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.

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

Sincerely,

Signature

Please sign and date your Acceptance

For Deloitte Tax Services India Priv Best regards,	ate Limited
DocuSigned by:	
Pooja Madrani A3B26FE226924CO	
By: A3B26FE226924C0	
Signature	
Authorized Signatory	
	Acceptance
I, <b>Nisha</b> , hereby accept the terms and	conditions of this employment offer.

Date

#### Annexure A

Ms. Nisha Tax Consultant I -

Description	Monthly	Annual	
	(Rs. per month)	(Rs. per Annum)	
Basic Pay	17,500	210,000	
House Rent Allowance (HRA)	8,750	105,000	
Special Allowance <sup>1a</sup> & 1b	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	
Total Salary (in Rs.)	50,000	600,000	
Variable Bonus*	at the end of the fiscal year, as app	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual 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 individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.

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.

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Nisha 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 aDeloitte 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 Preexisting 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 independencerelated 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 licenser 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 overtima, 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.

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## **MISCELLANEOUS**

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- **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.

 $\ensuremath{\mathrm{I}}$  have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Tax Services India Private Limited



# OMKAR CHANDRAMOULI KONCHUR

**Talent** 

Authorized Si	ignatory
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Effective as of **May 29, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

	Nisha.
Signature	Name
Signature	Nume

This is a system generated offer

# **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.

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**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.)

**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 Stated 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*.

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

# **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

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

Title Date Brief Description

Signature Date

Ni sha.

Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

de Gelde

# OMKAR CHANDRAMOULI KONCHUR Talent

Its: Authorized Signatory

Mar 7, 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** 

<u>Proceedings</u>			
[none, unless otherwise	specified]		
	Yes, I do have <i>Proceedings</i>	s to report	
X	No, I do not have Proceedi	ngs to report	
My signature below certi 3, is complete and accur-		nowledge, the information I have p	ovided above, pursuant to Paragraph
		Nisha.	
 Signature	<del></del>	Name	 Date
<b>3</b>			

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# **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

No, I do not have Х

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	Mar 7, 2023
	-	Date

I have read and understood the above policy terms.

	Nisha.	
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.

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#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and <a href="https://www.deloittenet.com">Independence</a> 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

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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*.

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- 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).
- 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 29,	. 2023,	I accept	all	the te	erms a	and	conditions	of	the	Employer	as	stipulated	in	these	Terms	and
Conditions of Service.																
							Nisha									
Signature				<u></u>	Name											

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# **Deloitte**

Mar 7, 2023

Ms. Nisha

C-61, 2Nd Floor, Street No. 3, Janta Garden, Pandav Nagar,

Delhi, 110091

India

# **Training Agreement**

#### Dear Nisha:

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 29, 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

Pooja Madnani —A3B26FE226924CO...

By:

Signature

**Authorized Signatory** 



Date: 18th January 2023

Name of Candidate: Ms. Akshata Bandal

Subject: Offer Letter

Dear Akshata,

We have pleasure in offering you a position of "Assistant Sales Manager" at **Dubai/Qatar/Abu Dhabi** Office of PropertyPistol Realty Pvt. Ltd. subject to successful completion of domestic induction.

Domestic induction program will be conducted in **Pune** for 7 days where you will be required to report to branch office of PropertyPistol Realty Pvt. Ltd.

During domestic induction program, the applicable salary shall be as mentioned in Annexure "B" (Domestic Salary).

Upon successful completion of program, you shall be transferred in Dubai/Qatar/Abu Dhabi subject to successful Visa application. In Dubai/Qatar/Abu Dhabi, the salary shall be as per Annexure "A' applicable.

In case your domestic induction program is not in your hometown then company shall bear your shared accommodation & food expenses on actual subject to a limit of Rs.1000/ day.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit / department / associate concern of the company in any other location as it may consider necessary 'in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve a notice period of 7 days.

Your date of Joining would be 30th January 2023.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, PropertyPistol Realty Pvt. Ltd.

A. N. Janual

I accept the above offer of employment

Signature:

Name of candidate: Ms. Akshata Bandal

**Authorized Signatory** 



	Annexure A	
	Salary Break Up (AED)	
	Per Month	Annually
Basic	1890	22680
HRA	756	9072
Others	1554	18648
Gross Salary	4200	50400

	Annexure B	
	Salary Break Up (INR)	
Earnings	Per Month	Annually
Basic Salary	18300	219600
HRA	7320	87840
Conveyance	800	9600
Others	3580	42960
Gross Salary	30000	360000
Deduction		
P.T.	200	2500
Net Salary	29800	357500
Indicative Incentive *	40000	480000
Total CTC (Including Incentive)	70000	840000

# Note: -

<sup>Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.
There is no limit of performance based incentive earning. The above mentioned incentive is an</sup> indicative incentive.

<sup>-</sup> PF if applicable, shall be part of CTC.



Date: 13th January 2023

Name of Candidate: Mr. Rajendra Diware

Subject: Offer Letter

Dear Rajendra,

We have pleasure in offering you a position of "Assistant Sales Manager" at Pune Office of PropertyPistol Realty Pvt. Ltd.

Your compensation in terms of "Cost to the company (CTC)" and detailed breakup will be as per attached annexure.

The management may place you on any assignment in any unit/department / associate concern of the company in any other location as it may consider necessary in its absolute discretion from time to time.

Your probation period is 06 months from the date of joining and on successful completion of the same you would be confirmed by the issue of a Confirmation letter. In case at any point during probation period, you wish to discontinue your services, you shall be required to serve notice period of 7 days.

Your proposed date of Joining is 01st February 2023.

You are required to adhere to all company policies both during your probation and after confirmation period.

We look forward to a long and fruitful association with you.

Kindly acknowledge the copy as an acceptance of the offer letter.

For, PropertyPistol Realty Pvt. Ltd.

**Authorized Signatory** 

A. N. Jarwal

I accept the above offer of employment

Signature:

Name of candidate: Mr. Rajendra Diware



# Annexure I

Earnings	Per Month	Annually
Basic Salary	18300	219600
HRA	7320	87840
Conveyance	800	9600
Others	3580	42960
Gross Salary	30000	360000
Deduction		
P.T.	200	2500
Net Salary	29800	357500
Indicative Incentive *	40000	480000
Total CTC (Including Incentive)	70000	840000

# Note: -

- Apart from the above mentioned salary Mobile and Travelling Allowance will be provided on Actual.
- There is no limit of performance based incentive earning. The above mentioned incentive is an indicative incentive.
- PF if applicable, shall be part of CTC.



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

Jul 17, 2023

Ms. Pratiksha Prasad Karpe A/P Ghodegaon Tal- Ambegaon, Pune, Ghodegaon, 412408 India

**Subject: Offer of Employment** 

# Dear Pratiksha Prasad Karpe:

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

This is a system generated offer

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Pratiksha**, 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,

By:

Docusigned by:

Fooja Madnani

63848E76D79643C...

Signature

# **Authorized Signatory**

#### **Acceptance**

I, **Pratiksha**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance — DocuSigned by:

Losel-

Signature

\_\_2E1EFB094910469..

Jul 17, 2023

Date

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.17 07:57:20 -07:00

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#### Annexure A

#### Ms. Pratiksha Prasad Karpe

#### Tax Consultant I -

Description	Monthly	Annual
	(Rs. per month)	(Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance1a & 1b	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
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*		hked variable bonus. It will be paid out at ble and on the basis of your individual be business
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs &

Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month					
	4 Wheelers (Engine Capacity)					
	<= 1600 cc	> 1600 cc	Two Wheelers			
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Pratiksha Prasad Karpe 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.

# **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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# **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

DocuSigned by:

Pooja Madnani

Pooja Madnani

# **Talent**

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

DocuSigned by:	
Ze1EFB094910469	Pratiksha Prasad Karpe
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.17 07:57:20 -07:00

# **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

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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.)

**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 Stated 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*.

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

#### **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

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

DocuSigned by:

Jul 17, 2023

Signature

Pratiksha Prasad Karpe
Name (Print)

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited

PocuSigned by:

Podia Madmani

Pooja Madnani **Talent** 

63848E76D79643C

Its: Authorized Signatory

DELOITTI

Jul 17, 2023

Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.17 07:57:20 -07:00

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.

2E1EFB094910469..

Signature

EXHIBIT C	
<u>Proceedings</u>	
[none, unless oth	nerwise specified]
	Yes, I do have <i>Proceedings</i> to report
X	No, I do not have <i>Proceedings</i> to report
My signature bel	ow certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, accurate.
DocuSigned by:	

Pratiksha Prasad Karpe

Name

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Jul 17, 2023

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

No, I do not have

Post-Employment Restrictions

re: Clients

Name of Client

Х

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India Private Limited		
DocuSigned by:		
Pooja Madnani 63848E76D79643C		
Pooja Madnani		
Talent	1ul 17	2023

Its: Authorized Signatory

 $\ensuremath{\mathrm{I}}$  have read and understood the above policy terms.

DocuSigned by:

\_\_\_\_2E1EFB094910469...

Pratiksha Prasad Karpe

Jul 17, 2023

Signature

Name

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.17 07:57:20 -07:00

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.

This is a system generated offer

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

# 3. HARRASSMENT POLICY

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

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

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

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

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

#### **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.

payment in fled of notice notwithstanding any other terms and conditions supulated flerein.

# 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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.

Signature	Name					
Zored	1	Pratiksha	Prasad Karpe	<u>.</u>		
Effective as of <b>November 13,</b> Cor প্রেম্প্রাপ্ত কাম্প্রিক কাম্প্রেক কাম্প্রিক কাম্প্রেক কাম্প্রিক কাম্প্রেক কাম্প্	2023, I accept all the terms and	conditions of	f the Employer	as stipulated in	these 7	Terms and

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Jul 17, 2023

Ms. Pratiksha Prasad Karpe

A/P Ghodegaon Tal- Ambegaon, Pune,

Ghodegaon, 412408

India

## **Training Agreement**

#### Dear Pratiksha:

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 **November 13, 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

Poofa Madnani

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

Ms. Priti Yadav Qtr No-31/1, Jco'S Qtrs, Nda Khadakwasla, Pune, 411023 India

**Subject: Offer of Employment** 

#### **Dear Priti Yadav:**

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 29**, **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 29, 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 29, 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 within pre-defined boundary if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:00 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Gurugram and Bengaluru.

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.

**Priti**, 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,			
Ву:	Poola Maduani 4BE0136E9D434F6 Signature		

## **Authorized Signatory**

	Acceptance				
I, <b>Priti</b> , hereby accept the terms and conditions of this employment offer.					
Please sign and date your Acceptance					
Signature	Date				

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#### Annexure A

Ms. Priti Yadav Tax Consultant I -

Description	Monthly	Annual	
	(Rs. per month)	(Rs. per Annum)	
Basic Pay	17,500	210,000	
House Rent Allowance (HRA)	8,750	105,000	
Special Allowance1a & 1b	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	
Total Salary (in Rs.)	50,000	600,000	
Variable Bonus*	You are eligible for a performance li at the end of the fiscal year, as app individual performance and perform		
Medical Insurance Premium <sup>4</sup>	3,014	36,167	

\*The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month					
	4 Wheelers (En					
	<= 1600 cc	Two Wheelers				
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.

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.

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Priti Yadav 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.

### **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 aDeloitte 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 licenser 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 overtima, 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**

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.

- **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.

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

For Deloitte Tax Services India Private Limited



# **OMKAR CHANDRAMOULI KONCHUR**

# Talent

rutiionized orginatory		
Effective as of <b>May 29, 2023</b> , I accept all the tagreement.	terms and conditions of the Employer as stipulated in this Employme	nt
Signature	Name	

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.

# **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.)

**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 Stated 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*.

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

# **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>	<b>Brief Description</b>	
Signatu	re	Date		
Name (F	Print)			
ACCEPT	ED AND AGREED TO:			
Deloitte	e Tax Services India Private	Limited		
- 1	n '&_			
kel				
4 200	<u></u>			
	CHANDRAMOULI KONCHUR	l		
Talent				
Its:	Authorized Signatory			
	,		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.

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# EXHIBIT C Proceedings [none, unless otherwise specified] Yes, I do have Proceedings to report No, I do not have Proceedings to report Wy signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

Name

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.

GST Reg No: 36AABCD9771F1ZH CIN: U74140TG2004PTC043433

Signature

Date

# **EXHIBIT D**

Signature

# **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

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	
de Cal	
OMKAR CHANDRAMOULI KONCHUR Talent	
Its: Authorized Signatory I have read and understood the above policy terms.	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.

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Name

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GST Reg No: 36AABCD9771F1ZH CIN: U74140TG2004PTC043433 Date

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and <a href="https://www.deloittenet.com">Independence</a> 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

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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*.

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- 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).
- 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 <b>May 29, 2</b> 6 Conditions of Service.	. <b>023</b> , 1	I accept	all	the	terms	and	conditions	of	the	Employer	as	stipulated	in	these	Terms	and
Signature	-				Name											

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# **Deloitte**

Ms. Priti Yadav Qtr No-31/1, Jco'S Qtrs, Nda Khadakwasla,

Pune, 411023

India

#### **Training Agreement**

#### **Dear Priti:**

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 29, 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:

Pooja Madnani

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

Jul 7, 2023

Mr. Sahil Dwivedi Gram Post Dubgawa, Tehsil Mangawan, Rewa, 486111 India

**Subject: Offer of Employment** 

#### Dear Sahil Dwivedi:

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Sahil**, 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,

By:

Docusigned by:

Pooja Maduani

796E2923FD4440C...

Signature

# **Authorized Signatory**

#### **Acceptance**

I, Sahil, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance —DocuSigned by:

6EA0909124CC4BC...

Jul 9, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

#### Annexure A

Mr. Sahil Dwivedi Tax Consultant I -

Description	Monthly	Annual		
	(Rs. per month)	(Rs. per Annum)		
Basic Pay	17,500	210,000		
House Rent Allowance (HRA)	8,750	105,000		
Special Allowance1a & 1b	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		
Total Salary (in Rs.)	50,000	600,000		
Variable Bonus*	You are eligible for a performance linl the end of the fiscal year, as applicab performance and performance of the			
Medical Insurance Premium <sup>4</sup>	3,014	36,167		

<sup>\*</sup>The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs &

Maintenance

Rs./₹ 3,000/- per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month						
	4 Wheelers (Er						
	<= 1600 cc	Two Wheelers					
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Sahil Dwivedi 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.

# **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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# **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

DocuSigned by:

Pooja Madnani —796E2923FD4440C...

Pooja Madnani

# **Talent**

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

— DocuSigned by:  ——6EA0909124CC4BC	Sahil Dwivedi
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

# **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

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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.)

**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 Stated 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*.

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

#### **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

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

Title **Date Brief Description** DocuSigned by: Jul 9, 2023 6EA0909124CC4BC Date Signature Sahil Dwivedi Name (Print) ACCEPTED AND AGREED TO: **Deloitte Tax Services India Private Limited** DocuSigned by: ooja Madnani 796E2923FD4440C Pooja Madnani Talent Jul 7, 2023 Its: Authorized Signatory Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

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.

DELOITTI

Signature

EXHIBIT C			
<u>Proceedings</u>			
[none, unless otherwise	specified]		
	Yes, I do have <i>Proceedings</i> to repo	rt	
X	No, I do not have <i>Proceedings</i> to re		
My signature below certi		e, the information I have provided abo	ve, pursuant to Paragraph
is complete and accurace			
DocuSigned by:			
6EA0909124CC4BC	sał	nil Dwivedi	Jul 9, 2023

Name

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3,

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

Signature

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India Private Limited		
DocuSigned by:		
Pooja Madnani		
796E2923FD4440C		
Pooja Madnani		
Talent		
Its: Authorized Signatory	Jul 7, 2023 ———————————————————————————————————	
I have read and understood the above policy terms.		
DocuSigned by:		
Solis	Sahil Dwivedi	Jul 9, 2023



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.07 12:30:50 -07:00

Name

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.

Date

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

# 3. HARRASSMENT POLICY

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

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

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

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

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

#### 5. RETTREMENT 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.

payment in neu or notice notwerstanding any other terms and conditions supulated 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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.

Signature	Name				
6EA0909124CC4BC		Sahil Dwivedi			
Effective as of <b>November 13,</b> তোষেধ্যাঞ্জুপ্যিService.	2023, I accept all the terms and	conditions of the	Employer as	stipulated in thes	se Terms and

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This is a system generated offer



Jul 7, 2023

Mr. Sahil Dwivedi Gram Post Dubgawa, Tehsil Mangawan, Rewa, 486111 India

#### **Training Agreement**

#### Dear Sahil:

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 **November 13, 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

Poola Madnan

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

Jul 10, 2023

Ms. Shreya Prashant Kulkarni Laxmi Nagar Jirapure Lay Out Yavatmal, Yavatmal, 445001 India

**Subject: Offer of Employment** 

#### Dear Shreya Prashant Kulkarni:

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 **November 13**, 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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Shreya**, 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:
	Pooja Madnani
By:	7689E5DB192A487
•	Signature

# **Authorized Signatory**

#### **Acceptance**

I, **Shreya**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:

----96B6CEF7083444E...

Jul 11, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:56:24 -07:00

#### Annexure A

#### Ms. Shreya Prashant Kulkarni

#### Tax Consultant I -

Description	Monthly	Annual		
	(Rs. per month)	(Rs. per Annum)		
Basic Pay	17,500	210,000		
House Rent Allowance (HRA)	8,750	105,000		
Special Allowance1a & 1b	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		
Total Salary (in Rs.)	50,000	600,000		
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business		
Medical Insurance Premium <sup>4</sup>	3,014	36,167		

<sup>\*</sup>The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs & Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month			
	4 Wheelers (Engine Capacity)			
	<= 1600 cc	> 1600 cc	Two Wheelers	
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Shreya Prashant Kulkarni 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.

## **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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## **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

—DocuSigned by: Pooja Madnani

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Pooja Madnani

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# **Talent**

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

DocuSigned by:	
96B6CEF7083444E	Shreya Prashant Kulkarni
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:56:24 -07:00

## **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

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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.)

**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 Stated 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*.

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

#### **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

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

Title **Date Brief Description** DocuSigned by: Joseph Jul 11, 2023 96B6CEF7083444E... Signature Date Shreya Prashant Kulkarni Name (Print) ACCEPTED AND AGREED TO: **Deloitte Tax Services India Private Limited** DocuSigned by: Pooja Madnani -7689E5DB192A487.. Pooja Madnani **Talent** Jul 10, 2023 Its: Authorized Signatory Date

Sealed Time: 2023.07.10 13:56:24 -07:00

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.

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10

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GST Reg No: 36AABCD9771F1ZH CIN: U74140TG2004PTC043433

DELOITTI

96B6CEF7083444E..

Signature

EXHIBIT C	
<u>Proceedings</u>	
[none, unless otherwise	specified]
	Yes, I do have <i>Proceedings</i> to report
X	No, I do not have <i>Proceedings</i> to report
My signature below certi is complete and accurate	fies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph $\cdot$ .
DocuSigned by:	

Name

Shreya Prashant Kulkarni

3,

Jul 11, 2023

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

N	ar	ne	of	CI	ient

96B6CEF7083444E.

Signature

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India Private Limited  DocuSigned by:		
Pooja Madnani 7689E5DB192A487		
Pooja Madnani  Talent	Jul 10, 2023	
Its: Authorized Signatory  I have read and understood the above policy terms.  DocuSigned by:	Date	
Age .	Shreya Prashant Kulkarni	Jul 11, 2023



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:56:24 -07:00

Name

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.

Date

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

## 3. HARRASSMENT POLICY

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

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

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

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

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

#### 5. RETTREMENT 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.

payment in neu or notice notwithstanting any other terms and conditions supulated 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)

This is a system generated offer

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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.

্রেটেরিন্দর্ভনিক্ত্র্তনিক্তর্ভনিক্তর্	
96B6CEF7083444E	Shreya Prashant Kulkarni
Signature	Name

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Jul 10, 2023

Ms. Shreya Prashant Kulkarni Laxmi Nagar Jirapure Lay Out Yavatmal, Yavatmal, 445001 India

#### **Training Agreement**

# Dear Shreya:

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 **November 13, 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,

By:

For **Deloitte Tax Services India Private Limited** 

Pooja Madnani 7689E5DB192A487...

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

Jul 10, 2023

Ms. Shruti Dhanraj Bhingare Flt 103/1St Floor, Sahadeo Smruti Apartment Lane 02, Siddharth Nagar, Near Dhanori Jakat Naka, Pune, 411015 India

**Subject: Offer of Employment** 

#### Dear Shruti Dhanraj Bhingare:

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Shruti**, 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	· Deloit	te Tax	Services	India	Private	Limited
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Best regards,

	DocuSigned by:
	Pooja Madnani
Bv:	7689E5DB192A487
•	Signature

# **Authorized Signatory**

#### **Acceptance**

I, **Shruti**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:43:45 -07:00

#### Annexure A

# Ms. Shruti Dhanraj Bhingare

#### Tax Consultant I -

Description	Monthly	Annual		
	(Rs. per month)	(Rs. per Annum)		
Basic Pay	17,500	210,000		
House Rent Allowance (HRA)	8,750	105,000		
Special Allowance1a & 1b	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		
Total Salary (in Rs.)	50,000	600,000		
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual 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 individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs & Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		er month
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Shruti Dhanraj Bhingare 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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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## **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

—DocuSigned by: Pooja Madnani

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Pooja Madnani

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# **Talent**

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

	Shruti Dhanraj Bhingare
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:43:45 -07:00

## **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

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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.)

**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 Stated 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*.

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

#### **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

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

Title **Date Brief Description** Signature Date Shruti Dhanraj Bhingare Name (Print) ACCEPTED AND AGREED TO: **Deloitte Tax Services India Private Limited** DocuSigned by: Pooja Madnani -7689E5DB192A487.. Pooja Madnani **Talent** Jul 10, 2023 Its: Authorized Signatory Date

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Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:43:45 -07:00

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** 

<u>Proceedings</u>		
[none, unless otherwise s	specified]	
	Yes, I do have <i>Proceedings</i> to report	
X	No, I do not have <i>Proceedings</i> 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.		
<del></del>	Shruti Dhanraj Bhingare	
Signature	Name	Date

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# **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

Signature	Name Date	
	Shruti Dhanraj Bhingare	
Thave read and understood the above policy terms.		
I have read and understood the above policy terms.	Date	
Its: Authorized Signatory		
Talent	Jul 10, 2023	
Pooja Madnani		
7689E5DB192A487		
Pooja Madnani		
DocuSigned by:		
Deloitte Tax Services India Private Limited		
ACCEPTED AND AGREED TO:		
Name of Client	Specified Kind of Services(s) Permitted	
Post-Employment Restrictions re: Clients		
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Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 13:43:45 -07:00

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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

## 3. HARRASSMENT POLICY

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

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

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

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

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

#### 5. RETTREMENT 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.

payment in neu or notice notwithstanting any other terms and conditions supulated 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 <b>November 13</b> Conditions of Service.	2023, I accept all the terms and conditions of the Employer as stipulated in these Te	rms and
	Shruti Dhanraj Bhingare	
Signature	Name	

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Jul 10, 2023

Ms. Shruti Dhanraj Bhingare

Flt 103/1St Floor, Sahadeo Smruti Apartment Lane 02, Siddharth Nagar, Near Dhanori Jakat Naka,

Pune, 411015

**India** 

## **Training Agreement**

#### **Dear Shruti:**

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 **November 13, 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,

By:

For Deloitte Tax Services India Private Limited

Pooja Madnani
7689E5DB192A487...
Signature

**Authorized Signatory** 

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India. GST Reg No: 36AABCD9771F1ZH CIN: U74140TG2004PTC043433



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

Jul 10, 2023

Mr. Suyash Shrikrishna Shirole Ambedkar Nagar, Kathipura , Anjangoan Surji, Anjangoan Surji, 444705 India

**Subject: Offer of Employment** 

#### Dear Suyash Shrikrishna Shirole:

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 **November 13**, 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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

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In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

**Suyash**, 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:
	Pooja Madnani
By:	7689E5DB192A487
•	Signature

## **Authorized Signatory**

#### **Acceptance**

I, **Suyash**, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:

7675DCBD1F1743E...

Jul 11, 2023

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:30:19 -07:00

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#### Annexure A

#### Mr. Suyash Shrikrishna Shirole

#### Tax Consultant I -

Description	Monthly	Annual
	(Rs. per month)	(Rs. per Annum)
Basic Pay	17,500	210,000
House Rent Allowance (HRA)	8,750	105,000
Special Allowance1a & 1b	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
Total Salary (in Rs.)	50,000	600,000
Variable Bonus*		hked variable bonus. It will be paid out at ble and on the basis of your individual be business
Medical Insurance Premium <sup>4</sup>	3,014	36,167

\*The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs & Maintenance

**Rs./₹ 3,000/-** per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle -Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Suyash Shrikrishna Shirole

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.

## **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

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

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

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

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

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

# 10. Ownership of Works.

- a. I agree that the Employer owns all rights, title and interest in and to all Works.
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- **13. Exceptions to Post-** *Employment* **Restrictions re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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## **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

DocuSigned by:

Pooja Madnani

-7689E5DB192A487..

Pooja Madnani

# **Talent**

# **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

Docusigned by:  Birole  7675DCBD1F1743E	Suyash Shrikrishna Shirole
<del></del>	<del></del>
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:30:19 -07:00

## **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

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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.)

**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 Stated 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*.

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

#### **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

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

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

DocuSigned by:

Jul 11, 2023

Signature

Suyash Shrikrishna Shirole

Name (Print)

ACCEPTED AND AGREED TO:

**Deloitte Tax Services India Private Limited** 

DocuSigned by:
Pooja Madnani
7689E5DB192A487...

Pooja Madnani **Talent** 

Its: Authorized Signatory

Jul 10, 2023

Date

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:30:19 -07:00

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** 

Х

<u>Proceedings</u>
[none, unless otherwise specified]
Yes, I do have <i>Proceedings</i> to report

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.

DocuSigned by:  Gairole  7675DCBD1F1743E	Suyash Shrikrishna Shirole	Jul 11, 2023	
Signature	Name	Date	

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# **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

No, I do not have Х

Post-Employment Restrictions

re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:
Deloitte Tax Services India Private Limited
DocuSigned by:
Pooja Madnani
7689E5DB192A487

Pooja Madnani

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Its: Authorized Signatory Jul 10, 2023 Date

I have read and understood the above policy terms.

DocuSigned by:

Signature

7675DCBD1F1743E

Suyash Shrikrishna Shirole

Name Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:30:19 -07:00

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.

This is a system generated offer

Jul 11, 2023

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

## 3. HARRASSMENT POLICY

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

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

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

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

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

#### **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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 <b>November 13</b> , Con Royal Bigue of Service.	, <b>2023</b> , I accept all the terms and	conditions of the Employer	as stipulated in these Terms and
7675DCBD1F1743E		Suyash Shrikrishna Shi	irole
Signature	Name		

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.



Jul 10, 2023

Mr. Suyash Shrikrishna Shirole Ambedkar Nagar, Kathipura , Anjangoan Surji, Anjangoan Surji, 444705 India

#### **Training Agreement**

# Dear Suyash:

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 **November 13, 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** 

Pooja Madnani —7689E5DB192A487...

By:

Signature

**Authorized Signatory** 

DRONEGCHARYO®

AERIAL INNOVATIONS LIMITED

CIN: U29308KA2017PLC101287

15th September, 2023

Ms. Tanya Priyadarshini

Pune-411033

Offer Letter

Dear Tanya,

This is with reference to your application and subsequent interview with us, we are pleased to extend you an offer to join DroneAcharya Aerial Innovations Limited as a **Business Development & Sales Executive** at Pune, Maharashtra.

Your Date of Joining will be Monday, 18th September, 2023.

Your Annual Total Compensation will be **INR. 3,00,000/- (Rupees Three Lacs only)**. The Annual & monthly salary break-up is presented in Annexure 1. This includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes the employer's contribution to the Provident Fund, as applicable.

The duly signed appointment letter will be issued to you on the first day of your joining only upon submitting your valid testimonials and related joining formalities.

You shall be governed by the terms and conditions of service during your employment with DroneAcharya Aerial Innovations Limited as per existing HR policies and those that may be amended from time to time.

As a token of your acceptance of the above terms and conditions of the offer, please sign the duplicate copy of this letter and indicate the date on which you can begin your employment with us.



We would look forward to your joining us for an exciting journey ahead.

Yours Sincerely,

For, DroneAcharya Aerial Innovations Limited



Nikita Srivastava

Director - HR and Culture



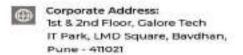


# Annexure 1: Annual & Monthly Compensation Plan(INR)

Annual Total Compensation (INR)	(₹)3,00,000		
Salary Components	Per Month (₹)	Per Month (₹)	
Basic	12,500	150,000	
HRA	5,000	60,000	
Medical Reimbursement	1,250	15,000	
Conveyance Allowance	1,600	19,200	
Attire Allowance	1,000	12,000	
Monthly Bonus and /or Incentives	2,150	25,800	
Fixed CTC Total	23,500	282,000	
Employer's PF Contribution	1,500	18,000	
Gross Super CTC	25,000	300,000	

## Note: -

- 1. Health Insurance Premium amount will be deducted from the above Fixed CTC as per the enrolment and company' policy.
- 2. You will be eligible for Group Personal Accident benefit with a cover of INR 10 lacs.
- **3.** The above salary break-up is provided based on the existing Company policies and may undergo change from time to time.
- **4.** The above salary break-up includes statutory benefits like PF, ESIC contributions, Professional Tax etc and will be deducted.
- 5. Meal card is available upon request which will be a part of above CTC.
- **6.** As per the Company policy you are required to maintain total confidentiality of your compensation details.
- 7. You will be eligible for Gratuity as per the Company policy.
- **8.** The salary mentioned above is subject to deduction of tax as may be applicable from time to time.
- **9.** The Company is eligible to deduct all such amounts as may be due against you for whatsoever reason from salary payable to you.





Documents to be brought on the date of joining:

Original & 1 set of photo copies to be brought on the date of joining

- Documents in support of date of birth (Driving license/PAN Card/Passport Copy/School Leaving Certificate/Birth Certificate/Aadhar Card etc.)
- 2. Highest Education Certificate
- 3. Appointment Letter, Relieving letter & Salary Certificate from the last employer
- 4. Experience / Service certificates from your previous employers
- 5. Provident Fund and E.P.F. number
- 6. Form 16 and IT returns for the last year
- 7. Aadhar Card and PAN Card 2 copies
- 8. Proof of Permanent Address (Driving license/Passport/Voter's ID/Aadhar Card)
- 9. Two passport size photographs of self.
- 10. Copy of Passport (if available).

Please bring a copy of this offer letter with you on the date of joining.

#### **ACCEPTANCE**

I have read and understood all the terms and conditions contained in this offer letter, it accurately reflects my understanding of the terms and conditions of my employment with the Company. I wish to accept employment with the Company on such terms.

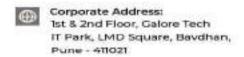
I have not relied upon any other promises, understandings or representations in choosing to accept employment with the Company. I understand and agree that any changes in the terms of employment described in this offer letter must be set forth in a written instrument signed by a duly authorized officer of the Company.

1	Na	111	ıc	•
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Signature:

Place:

Date:



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# **Appointment Letter**

Private & Confidential April 3<sup>rd</sup>, 2023

Mr. Vedant Vikas Rathod 43 Jayhind Colony, Shirpur Behind Ashirwad hospital Shirpur, Dhule- 425405 Maharashtra.

## Dear Vedant,

It was a pleasure meeting you in connection with your application for a job with iOCFO Consulting Pvt Ltd ("Company").

We are pleased to offer you an "Internship-to-Hire" with the company as an "SAP Analytics & EPM Consultant" at our Pune office w.e.f. 10<sup>th</sup> April 2023.

Please note that you will be hired as an "Intern" and will be converted to an "Employee Consultant" on successful completion of the training during internship period as well as completion of your MBA. The conversion of your position from "Intern" to "Employee Consultant" is the sole discretion of the company. Once the company offers you to become an "Employee Consultant" it will be mandatory for you to accept it.

In our endeavor to achieve and exceed our goals, we look for professionals like you who would partner the future growth of the organization. Our work environment encourages people to fulfill their career and professional aspirations in tandem with the organizational goals. We are confident that with your skills, competencies, and capabilities you would be an invaluable addition to the team.

Based on the business needs of the company you may be required to be transferred in such capacity as the company may from time to time determine to any location, department, establishment, branch, associate, or affiliate of the company.

## 1. Compensation

Your gross compensation during internship will be INR 7,500/- (Rupees Seven Thousand Five Hundred Only) which will be all-inclusive.

Once your position is converted to "Employee Consultant", your gross annual compensation will be 4,00,800/- (Rupees Four Lakh Eight Hundred) per annum (as per Annexure-I).

You will be required to join our Pune office. At the completion of the training period, you may be deputed to a suitable client location.

Your compensation will be reviewed periodically as per company policy.

Your compensation is personal to you, and you are not supposed to share your compensation details with anybody in the organization. Annual Variable Pay is payable at the end of the fiscal year and is

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subject to the performance of the employee and the company.

#### 2. Working Hours

The company's office timings are 10 AM to 7 PM from Monday to Friday excluding Holidays. While it is mandatory that all employees work for a given hours of shift, it may be required, at times, that they put in additional hours, based on project/assignment deadline and requirements. In case you are deputed onsite to any of our client locations (in India or abroad), the client's working hours and holiday calendar will be applicable to you.

## 3. Leave policy

You will be entitled for leave, as per the leave policy of the company in force from time to time. Your will be governed by the working hours applicable to your location of posting and you will be required to work additional hours as may be necessary for the efficient execution of your responsibilities. In cases you are deputed to one of our clients (as a consultant or as a sub- contractor), the leave policy of the client will be in effect.

#### 4. Medical Insurance

The company will reimburse the cost of medical cover as per the limits specified in the appointment letter. You are advised to take additional medical covers as per your requirements on your own.

#### 5. Transfer and deputation

Your engagement may entail transfer to any other location, department, establishment, sister company or branch of the company anywhere in the world without any change in terms and condition of engagement at the sole discretion of the company. You would give your full time, efforts and dedications towards tasks and assignments assigned by the client and would not be able to exit from the assigned project before completion of the project or with our client's written approval and discharge your duty in a completely professional manner.

At deputation to a client project, you would be entitled to leave and other benefits as applicable as per client's policies and procedure which would be briefed to you by us while sending you on deputation at a client's project or assignment.

#### 6. Termination

We hope your association with the Company will be for a long term. However, if either side wishes to terminate the employment, the appointment may be terminated, after a notice of three months or on payment of basic salary in lieu of the same. However, in case of any breach of the terms of this appointment letter by the employee or the cases of in-subordination or where the performance of the candidate is found to be significantly below the expectations, the company will have the right to terminate the employment at a notice of one day.

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In case you leave the organization within Eighteen months of joining, any expenses incurred by the company on your joining, relocation and Training would have to be reimbursed by you. This would include travel, hotel accommodation, Housing security deposit and other such expenses, which would have been paid/reimbursed to you on joining. The expenses incurred on your training includes, inter alia, the salary or any financial emoluments paid to you during the first six months of Internship/ Employment.

The appointment is subject to your producing a release from your present employer or a statement from you that you are not employed at the time of accepting this offer, whichever the case may be. It is also subject to the acceptance of ability by the regulations and guidelines of the company. We reserve the right to amend the terms and conditions of this appointment to suit new circumstances.

At the time of joining, you must submit the following list of documents.

- All educational certificates in support of your qualification starting from 10<sup>th</sup> standard onwards.
- Employment and work experience certificates
- Relieving letter from last two previous employers
- 2 passport size photographs
- Photocopy of your passport
- Permanent and current residential address proof

## 7. Confidentiality

You will have to maintain confidentiality associated with your work and breach of this work will attract very stern, disciplinary action. During your tenure with the Company, you may come across information that is perceptive in nature. Such information may include adaptation or variation of designs, drawing, process, methods, programs, codes, material specifications and business plans, commercial or technical information of the company or its clients, associates, and proposals. You should treat such information with confidentiality and should not disclose to or discuss the same with anyone in the company or outside, for gain or otherwise. In precise instance, on the persistence of the company's client, you will be asked to sign an additional intellectual property rights agreement/non-disclosure as may be specified by our clients.

#### 8. Non-Compete and Non-Solicitation

The Consultant hereby agrees with the Company that, he shall not, for the term of this Agreement and for a period of Twelve (12) months from the Termination Date, without the prior written consent of the Company:

- seek an employment, contract, or job directly or indirectly with any of our clients. end- clients or our business associates.
- (ii) Will not solicit any business, contract, or position with any of our clients, end- clients, or our business associates.

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#### 9. General

We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable for termination from services without notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered, and which are related to your commitments under this agreement.

You shall be governed by the services rules framed by the company from time to time and the company is entitled to initiate any action against you in case of committing any misconduct as per the service rules or breach of terms of employment.

Please note that this letter is subject to your acceptance and completion of onboarding formalities on or before 7<sup>th</sup> April 2023.

We welcome you onboard and wish you every success in your career with iOCFO Consulting Pvt Ltd.

#### 10. No Parallel Employment

During the period of your internship as well as an Employee Consultant, you are now allowed to have another employment or assignment or business on contract or otherwise, whether part time or full time without prior written permission from the Company. If you are found to have another employment or assignment or business, it will be considered a violation of this employment letter.

#### 11. Minimum Service Period

As the company is required to spend a significant amount of resources on your training and otherwise to make you ready to work as a consultant, you are required to commit a minimum period of 18 months as part of this employment. The commitment period starts from the date of your joining our organization as per this appointment letter. By accepting this appointment letter, you are also agreeing to the minimum Service Period asper this clause.

With Warm Regards,

iOCFO Consulting Pvt Ltd

**Authorized Signature Human** 

Resources

Accepted

Name, Signature and Date

Corp. Office: 708, City Avenue, Bombay-Bangalore Highway, Wakad, Pune. Maharashtra. India- 411057 Regd. Office: D701, Park Titanium, Park Street, Wakad, Pune. Maharashtra. India- 411057 Phone: +91 7738386781 | info@iOCFO.com | www.iOCFO.com

## Annexure-I

Compensation Details	Monthly (INR)	Yearly (INR)
Basic Salary	15,000	1,80,000
HRA	7,000	84,000
Conveyance Allowance	2,000	24,000
Misc. Allowance	3,600	43,200
Employer's contribution to PF*	1,800	21,600
Total CTC before Variable pay and Insurance		3,52,800
Annual Variable Pay**		40,000
Health Insurance Premium		8,000
Total	29,400	4,00,800

<sup>\*</sup> Deduction of PF depends on the employee's discretion provided the employee is not already a member of the EPF scheme.

Accepted

Name, Signature and Date

<sup>\*\*</sup> Variable pay is dependent on the performance of the company as well as of the employee.

<sup>\*\*\*</sup> The compensation will be subject to deduction of Income Tax and other taxes/levies as applicable as per the law.



Necyamo Enterprise Solutions Pyt. Ltd.: NTPL SEZ Blueridge: IT 05 1º Floor S No. 1506 Phase L Hinjewad Pune 411057: India City U72200TN2009PTC070707

26-041-2022

Dear Vidhi Afre,

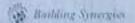
## SUB.:Offer Letter

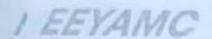
Congratulations! With reference to your interview, we are pleased to offer you the position as Country Implementation Consultant, Payroll Transformation at our Pune office.

Breakup of your compensation package is provided herewith. We would like you to join our company on 31-Oct-2022 at 10:30 AM unless otherwise agreed to in writing or else the offer will be null and void. Your gross empluments will be Rs. 350000 per annum (CTC). You will be issued a detailed appointment letter on your joining with us.

	Per Month	Per Annum	
General Components			
Basic	14583.0	175000.0	
House Rent Allowance	7292.0	87500.0	
Special Allowance	3790.0	45482.0	
Fixed Bonus	583.0	7000.0	
Total Gross Salary	26249.0	314982.0	
Employer Contribution			
Provident Fund	1800.0	21600.0	
Gratuity*	702.0	8418.0	
Total Employer Contributions	2502.0	30018.0	
Annuals			
Insurance Premium		5000 (	
Cost to Company (CTC)	29167.0	350000	
Employee Deductions			
Provident Fund	1800.0	21600.0	
Total Net Salary**		24449.0	
GMC & GPA Coverage			
Health insurance	200000		
Accidental Insurance	250000 0		

AME 10 1022





Negyatio Enterprise Solutions Pvt. Ltd. HTPL SEZIBHIRHOGE: IT 05. 11 Hook Sinc 1546 Phase Langewad Pune 411057 India CIN JUT2200TN2000PTG970707

#### Note 1:

\* Gratuity is payable to employee on completion of 5 years, service as per Payment of Gratuity Act, 1972

. Statutory bonus is calculated as per the Payment of Bonus Act, 1965 and is paid monthly.

\*\* Excluding taxes (Professional Tax, Income Tax, etc.).

#### Note 2:

Our monthly payroll cycle is from 1 1 to the last day of every month.

You are asked to report for duty at the following address: Necyamo Enterprise Solutions 1st floor, IT 5 building, MS Flagship Infrastructure Pvt Ltd. SEZ, Survey no. 154/6, Rajiv Gandhi InfoTech Park, Hinjewadi. Phase 1, Pune 411057

Please indicate your acceptance of this offer under the terms described above by returning a signed copy of this setter no sater than 28 Oct-2022, post which the offer stands null and yold.

We count on you to take Neeyamo to greater heights. Wish you the very best!

Warm Regards

For Neeyamo Enterprise Solutions Pvt. Ltd.

Bupinder Kauf

Birector, Human Capital Management | Neoyamo Enterprise Solutions

#### Annexure

Annexore 1: List of document copies you need to produce on Day 1

- 1 Current Resume
- Class X Mark Sheet & Certificate
- 3. Class XII Mark Sheet & Certificate
- 4 UG, PG, Other: Mark Sheets & Certificates
- 5 Professional Qualification: Certificate
- 5 Relieving Letter or Experience Certificate
- Salary Slip from the Last Organization
- B. 4 Passport Size Photographs on white background
- 9. Form 16/ Salary Certificate from the Last Organization
- 10. Passport Photocopy
- 11 PAN Card Photocopy
- 12 Address Proof (Voters ID) Driving Liscence, Aadhar Card, etc.)
- 13. Signed Copy of the Offer Letter
- 14. Recent VISA (for NRI employee only)



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

Tel: +91 040 67621000 www.deloitte.com

Jul 10, 2023

Mr. Vivek Upadhyay 9Jha Ward No1 Hanumaan Tola, Near Golamath Mandir, Maihar, District Satna, Maihar, 485771 India

**Subject: Offer of Employment** 

#### Dear Vivek Upadhyay:

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 **November 13**, **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 **November 13, 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 **November 13, 2023**, or an alternative mutually agreed upon date.

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

This is a system generated offer

Regd. Off.: Floor 10, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata.

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.

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

Sincerely,

By:

For Deloitte Tax Services India Private Limited

Best regards,

Pooja Madnani
7689E5DB192A487...
Signature

# **Authorized Signatory**

F2BFA443489540C.

Signature

# **Acceptance**

Jul 11, 2023

I, Vivek, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance
Docusigned by:

Date

Sealed Time: 2023.07.10 12:39:09 -07:00

DELOITTE

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10

This is a system generated offer

#### Annexure A

#### Mr. Vivek Upadhyay 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 Allowance1a & 1b	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	
Total Salary (in Rs.)	50,000	600,000	
Variable Bonus*	the end of the fiscal year, as applica	You are eligible for a performance linked variable bonus. It will be paid out at the end of the fiscal year, as applicable and on the basis of your individual performance and performance of the business	
Medical Insurance Premium4	3,014	36,167	

<sup>\*</sup>The Variable Bonus will vary, primarily based on your individual 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, during the Annual Incentive Program payout cycle for 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 during the Annual Incentive Program payout cycle of that 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 Driver / 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

Petrol / Driver / Insurance / Repairs & Maintenance

Maintena

Rs./₹ 3,000/- per month

**Rs./₹ 7,500/-** per month

<sup>&</sup>lt;sup>1b</sup> For claiming vehicle running expenses (Driver / 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 perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
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.

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.

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

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.

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

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.



Vivek Upadhyay 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.

#### **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

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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 aDeloitte 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  ${\it Works}$ .
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

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

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

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

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Property of the Deloitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- 13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a Deloitte Entity and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a Deloitte Entity solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a Deloitte Entity neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on Exhibit D expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on Exhibit D by an Authorized Signatory who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- **16. Post-** *Employment* **Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte*

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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 licenser 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 overtima, 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.

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#### **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

—DocuSigned by: Pooja Madnani

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Pooja Madnani

#### Talent

#### **Authorized Signatory**

Effective as of **November 13, 2023**, I accept all the terms and conditions of the Employer as stipulated in this Employment Agreement.

DocuSigned by: F2BFA443489540C	Vivek Upadhyay
Signature	Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:39:09 -07:00

#### **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

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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.)

**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 Stated 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*.

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

#### **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

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

Title **Date Brief Description** DocuSigned by Meng Jul 11, 2023 F2BFA443489540C Signature Date Vivek Upadhyay Name (Print) ACCEPTED AND AGREED TO: **Deloitte Tax Services India Private Limited** DocuSigned by: Pooja Madnani 7689E5DB192A487.. Pooja Madnani **Talent** Jul 10, 2023 Its: Authorized Signatory Date

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:39:09 -07:00

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.

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**EXHIBIT C** 

<u>Proceedings</u>			
[none, unless otherwise	specified]		
	Yes, I do have <i>Proceeding</i> s	s to report	
x	No, I do not have Proceed	ings to report	
My signature below cert is complete and accurat		knowledge, the information I have provided	d above, pursuant to Paragraph 3,
DocuSigned by:			
F2BFA443489540C		Vivek Upadhyay	Jul 11, 2023
Signature		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

F2BFA443489540C

Signature

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:		
Deloitte Tax Services India Private Limited  DocuSigned by: Pooja Madnani  7689E5DB192A487		
Pooja Madnani		
Talent		
Its: Authorized Signatory	Jul 10, 2023 ———————————————————————————————————	
I have read and understood the above policy terms.		
DocuSigned by:		



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2023.07.10 12:39:09 -07:00

Name

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.

This is a system generated offer

Vivek Upadhyay

Jul 11, 2023

Date

#### **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. 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 <a href="https://www.deloittenet.com">www.deloittenet.com</a> and \*Independence\* for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

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

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

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

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

#### 3. HARRASSMENT POLICY

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

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

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

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

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

#### **5. RETIREMENT AGE**

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

#### 6. TRANSFERS

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

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

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

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

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

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

#### 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)

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(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. <a href="https://deloittenet.deloitte.com/Pages/Home.aspx">https://deloittenet.deloitte.com/Pages/Home.aspx</a> 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 <b>November 13, 20</b>	<b>023</b> , I accept all the terms an	nd conditions of the Employer	as stipulated in these Terms and
F2BFA443489540C		Vivek Upadhyay	
Signature	Name		

This is a system generated offer

## Deloitte.

Jul 10, 2023

Mr. Vivek Upadhyay

9Jha Ward No1 Hanumaan Tola, Near Golamath Mandir, Maihar, District Satna,

Maihar, 485771

India

#### **Training Agreement**

#### **Dear Vivek:**

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 **November 13, 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,

By:

For Deloitte Tax Services India Private Limited

Pooja Madnani
7689E5DB192A487...
Signature

**Authorized Signatory** 

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#### SAIBALAJI EDUCATIONAL SOCIETY

# SAIBALAJI INTERNATIONAL INSTITUTE OF MANAGEMENT SCIENCES SBIIMS PUNE

Affiliated to Savitribal Phule Pune University
Approved by AICTE, Ministry of HRD, Goyt, of India

### **Metric 6.5.1**

Internal Quality Assurance Cell (IQAC) has contributed significantly for institutionalizing the quality assurance strategies and processes. It reviews teaching learning process, structures & methodologies of operations and learning outcomes at periodic intervals and records the incremental improvement in

### LIST OF SUPPORTING DOCUMENTS

Sr. No.	Particulars
110.	A. Teaching Learning Process
1	Academic Calendar 2022-23
2	Induction Program Report
3	Session Plan
4	Smart Class, lab, Library Photos
5	University Result Summary
	B. Research
1	Research Vision 2025