



Private and Confidential

Ref. No:469189WD

01/09/2023

Tanvi Mantri

S-2 , Savitri Phule Hosing SocietyAmbai Tank, Near Rankala Park Maharashtra 416010 India

Dear **Tanvi**,

Sub: Contract of Employment

We are pleased to appoint you at Job Level of **Associate** and Management Level of **Associate** in the Digital EnterpriseSub Business of the **Advisory** Line of Service of **PricewaterhouseCoopers Services LLP**("LLP"). It is expected that you would join on **18/09/2023**. This offer of appointment is subject to the terms and conditions attached hereto (Appendix A and Appendix B).

Your place of posting will be **Mumbai**.

Your Total Base Pay (i.e. annual fixed compensation) will be Rs. **950,000.00/-** (Rupees **Nine Lakh Fifty Thousand** only) as detailed in **Appendix A**. In addition to your Total Base Pay, you will be eligible for a variable pay as indicated in **Appendix A**. Review of your performance and compensation would be done periodically in line with the LLP's policies.

Appendix B lists out the broad terms and conditions of service governing your employment with the LLP. These are subject to change from time to time. You will be expected to carefully read, and keep yourself abreast of, the policies of the LLPas announced or amended from time to time. These amendments would be binding on you, immediately on its publication.

It is important to note that the LLPhas a documented Human Capital Manual or Policy (hereinafter HC Policy). The HC Policy inter-alia contains various important provisions, for e.g. leaves, notice period, independence policy, etc. which are applicable to all staff members. Such provisions of HC Policy shall, by reference, be deemed to be part of your employment contract with the LLPand you shall at all times be bound by the same. Furthermore, all women employees are entitled to benefit under the Maternity Benefit Act, please refer to the Human Capital Manual or Policy as available under the "Policy House" for further details in this regard.

As an employee of the LLP, you are requested to go through the HC Policy and other policies or any amendment therein carefully to fully understand these provisions and its implication on your employment with the LLP.



In the event of any inconsistency between this employment contract and the HC Policy, the provisions of HC Policy shall supersede. To confirm your acceptance to this agreement, please initial all the pages and put your signature on the declaration at the last page of this agreement and return to us the duplicate copy of the entire agreement duly initialed and signed.

Post the receipt of the duly initialed and signed duplicate copy of the entire agreement from you, the HC team shall invite you to visit a website / download an app through which periodic insights about the LLP will be shared with you, it is recommended that you go through these bite sized knowledge sessions at your pace and make the most of these sessions, you are also encouraged to participate in the available games and quizzes on a voluntary basis prior to your joining the LLP. Please note that the contents of the sessions, games, quizzes and the like which you may engage in are all covered by the restrictions placed pursuant to the confidentiality clause in Appendix B and thus, violation of any of the terms of the said clause will be liable to action as per the said clause or any other clause in that regard under this Contract of Employment.

We hope the sessions will be of interest and look forward to a long and mutually beneficial relationship with you.

Yours faithfully,
For, PricewaterhouseCoopers Services LLP


[Aravind Ramamoorthy \(Sep 6, 2023 23:09 GMT+5.5\)](#)

Aravind Ramamoorthy
Partner


[Tanvi Mantri \(Sep 7, 2023 15:07 GMT+5.5\)](#)

APPENDIX A

01/09/2023
Name: Tanvi Mantri
Job Level: Associate
Management Level: Associate
Sub SBU: Digital Enterprise
Competency: 7410622 Enterprise Apps-SAP|Mumbai



Location: Mumbai Goregaon

COMPENSATION DETAILS

Basic(Annual):INR380,000

Basic(Monthly):INR31,667

House Rent Allowance(Annual):INR190,000

House Rent Allowance(Monthly):INR15,833

Provident Fund (Employer's Contribution) (Annual): INR45,600

Provident Fund (Employer's Contribution) (Monthly): INR3,800

Total(Annual):INR615,600

Total(Monthly):INR51,300

Employer's contribution to National Pension Scheme & Reimbursable Flexible Benefits (RFB)*:INR334,400

Total Compensation:INR950,000/-

* If you are eligible for Reimbursable Flexible Benefits (RFB) and have opted for National Pension Scheme (NPS), the firm will contribute towards NPS, at the rate opted by you (up to a maximum limit of 10% of Basic Salary), the NPS amount will be deducted from the RFB. In case you feel that the firm should not contribute/contribute at a revised rate, please update the NPS and RFB details in Smartpay. The lesser contribution to NPS will move towards RFB.

All the above amounts are based on a full year of service and the amount payable to you would be determined pro-rata based on the number of days that you serve with the LLP during the applicable financial year.

ANNUAL VARIABLE PAY

In addition to the above Total Base Pay, you will be eligible for annual Variable Pay. The annual Variable Pay will be payable as per the Human Capital policy (as amended from time to time). The Annual compensation and Variable Pay / Performance Bonus will be subject to deduction of tax at source, in accordance with Income Tax Act, 1961 and all other central and state legislation applicable to your base location.

Additional benefits extended by the LLP are gratuity as per the Payment of Gratuity Act 1972, Group Personal Accident, Group Life Term and the Group Medclaim Insurance as per the LLP's policy. Please



note that as an employee of the LLP, you are subject to all the policies and procedures of the LLP including those relating to Independence, Risk Management and Code of Conduct, as amended from time to time. Your compensation is personal to you and you are required to ensure that confidentiality of the compensation is maintained at all times.

APPENDIX B

General Terms & Conditions

1. Verification

Your employment in the LLP is subject to satisfactory verification of your certificates, testimonials and personal particulars/ credentials. The LLP reserves the right to get a background check (including criminal history record search, education and employment; and personal details verification) conducted on you, which you explicitly agree to, whether done directly by us or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the LLP or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or compensation.

2. Date of Birth

The date of birth declared by you is 27/05/1999. You will be bound by such declared date of birth in all service matters with the LLP, including your retirement age. Though at this time the LLP has accepted this as your date of birth on the basis of your statement and the documents you have provided, the LLP may at any time call upon you to furnish additional proof thereof as deemed appropriate.

3. Nationality

You confirm that you are an Indian national and hold an Indian Passport and are thus exempt from any additional work authorization to work in India.

However, if you are a non- Indian holding a foreign passport, you will be required to demonstrate that you have the necessary authorizations for working in India by submission of relevant documents. It will be your responsibility to ensure that throughout your employment with PricewaterhouseCoopers Services LLP your work authorizations are up to date and you shall hold PricewaterhouseCoopers Services LLP harmless and indemnified against any act or omission on your part in this regard. In case the work authorization ends during the course of your employment with PricewaterhouseCoopers Services LLP your contract with PricewaterhouseCoopers Services LLP will be deemed to be terminated.

4. Working Hours

The working hours of the LLP have been provided in the Human Capital Policy. Your work is of continuous responsibility and you will be expected to complete your assigned duties within the required



time frame.

5. Leave

Your annual leave entitlement will be as provided in the Human Capital Policy of the LLP as amended from time to time. You shall also adhere to the weekly off based on your place of posting as applicable and amended from time to time.

6. Posting & Transfer

Your place of posting shall be as indicated in the first page of this Contract of Employment and you agree to be transferred in such capacity as the LLP may from time to time determine. In such a case, you shall be governed by the specific terms and conditions applicable to your new location.

7. Secondment

Your job may entail you to proceed, from time to time, on assignments at stations outside your place of posting and stations overseas. Based on exigencies of work and at the discretion of the LLP your services may also be transferred to any office of the LLP or seconded to any of its associate Firms in India or abroad or to any office of the LLP abroad. In such event you will be governed by the transfer and secondment rules framed by the LLP and / or by such associate Firm in this respect. In the event of your transfer and / or secondment you will also be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with all applicable immigration/ visa and foreign exchange rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment.

Prior to commencement of your employment, you shall be invited to visit a website / download an app through which periodic insights about the LLP will be shared with you, these insights shall be deemed as confidential information and you are prohibited from sharing this with anyone including but not restricted to your family, friends and relatives through any means whatsoever whether through the electronic or other medium on various social media platforms or otherwise.

During your employment, you will not store, copy, possess, use or disclose confidential/ personal/ sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the LLP.

You will not, either during your employment with the LLP or after termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the LLP's business, its affairs or its clients, service providers, sub-contractors or vendors, other than to the Directors of the LLP or their



authorized representatives.

On discontinuation of your employment, you will return to the LLP, all papers and documents and all other property pertaining to the LLP or affairs of the LLP or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom.

You agree to sign engagement specific non-disclosure/ confidentiality agreements, if so required by the LLP / certain clients of the LLP. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to the LLP, our clients and third parties.

9. Intellectual Property

The nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on unconditional basis. Further, the LLP may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

- Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the LLP with unfettered rights for utilization or disposal of the same; and
- Consenting to the LLP and/ or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10. Independence

Independence is a professional principle and obligation that must be observed by all Staff members providing internal and/or client services.

Independence obligations prohibit, among other things, you, your spouse/ cohabitant and your dependents (collectively referred to as "you", "your") from holding certain positions with or investing in certain audit/ attest clients of the LLP and such clients' affiliates. Similarly, a non-dependent close family member's position with or material investment in an audit/ attest client of the LLP may impair your compliance with the LLP's independence rules.

Your position, job description, office location and client associations determine the applicability of specific provisions of the LLP's independence policy to you. Because it is important that you become familiar and comply with the LLP's independence policy, you agree to review the LLP's policies and materials regarding independence. Before joining the LLP and periodically thereafter, you will be required to confirm your compliance with the LLP's independence policy. In the event that the LLP's independence policy undergoes amendment, you shall be bound by the amended terms.

In connection with your independence obligations, the LLP and/ or the Securities and Exchange



Commission and / or other statutory body may request, and you agree to provide, relevant financial and tax information including but not limited to up-to-date records of your investment portfolio, bank statements, credit card statements, insurance policies, loan documents. You may also be required to maintain a current record of your financial holdings (but not their value) in a LLP database. If an impairment of the LLP's independence or a conflict of interest exists or is likely to occur, you may be required to dispose of securities or resolve other independence issues on short notice and on terms that are disadvantageous to you. You also may be required to relocate to another LLP office or even to leave the LLP.

11. Staff Members Joining Clients

The Independence Policy also mandates that in the event of an offer of employment from the audit client and/ or clients' affiliates you are currently engaged on, or have been engaged in the recent past, it is mandatory to immediately notify the Engagement Partner of such an offer.

On cessation of employment, you will not accept employment with a US Securities and Exchange Commission (SEC) registrant audit client in the capacity of chief executive officer, controller, chief financial officer, chief accounting officer or in any equivalent position wherein, you have put in more than ten hours of services at any point during the annual reporting period and within the one-year period prior to the commencement of the audit in progress.

12. Risk Management

A clear objective of the LLP is to effectively manage its risks while providing high quality services to our clients. To achieve this, the LLP has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes as in force from time to time when undertaking your work.

13. Confidential and Proprietary Information

Information and materials relating to the LLP, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the LLP. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the LLP's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the LLP takes measures and may initiate any action including but not limited to initiating criminal proceedings to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the LLP only as necessary to carry out LLP business and, where applicable, only as required or authorized under the terms of any agreements between the LLP and its clients, licensors and suppliers. You agree not to take or keep any Confidential



Information when you leave the LLP. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your practice unit or Host GMC to seek the LLP's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the LLP.

14. Insider information

You are prohibited from using or sharing information, not publicly disclosed, which you obtain during the course of your work for the LLP, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the LLP's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the LLP must maintain independence.

15. Code of Conduct

The Code of Conduct Policy addresses how employees in the LLP should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other LLP policies as amended from time. You are expected to carefully read the Code of Conduct, the full text of which is available at <http://pwcportal.pwcinternal.com> and to keep yourself abreast of any amendments thereto as may be made from time to time. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline (toll free: 000-800-0502-238 or email: ethics.india@in.pwc.com). For further details please refer to Human Capital Policy as amended from time to time.

16. Protection of Computer Software/ LLP's Assets

The LLP has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the LLP, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. Where applicable, you shall be provided with a corporate credit card, internet data card. All these shall at all times remain the LLP's property/ assets, and they must be returned to the LLP on termination of employment or whenever requested by the LLP or disposed of in accordance with the policies and directions under which they are issued.

You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the LLP's relevant policies and procedures applicable to usage of the LLP's computer equipment, including the LLP's policies on the appropriate use of email and the internet. You acknowledge and agree that the LLP reserves the right to monitor your usage of the LLP's computer(s) and IT systems/ resources towards ensuring that there is no unauthorized usage thereof.

17. Exclusivity



During the continuance of your employment with the LLP, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior written permission of the LLP.

18. Enrolment (wherever applicable)

In case you are a qualified member of a professional Institute like CA/ ICWA/ CS etc., you will be required to enroll yourself as a member of the respective Institute prior to joining the LLP and notify the LLP your membership number in the Institute. However, you are not allowed to hold any Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining under intimation of your LLP. You are required to notify the LLP of your membership number in the Institute. In case you hold other educational qualification that entitles you to a Certificate of Practice, in such a case also, you are not allowed to hold this Certificate of Practice and in the event you possess such a certificate, you will surrender it within 7 days of your joining under intimation to the LLP. As a member of the respective Institute you shall additionally be bound by the Rules and Regulations of the respective Institute and will render all requisite support / documentation and keep the LLP indemnified at all times.

19. Bond signing (Sponsored Training Programs)

The LLP, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the LLP. In consideration of being chosen for such training programs, at the LLP's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the LLP for a prescribed period after completion of training. If you fail to do so, you shall be required to refund to the LLP the cost of training in accordance with applicable slabs of refunds. You will be entitled to refuse to be provided such training. You acknowledge and agree that in the event that you accept such training then you shall remain bound by the terms of such bond and the LLP shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

20. Leased Assets

In case of leased assets, like cars availed by you through the LLP, you will be personally liable for usage of such assets. The LLP will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your sole personal responsibility. It shall also be your responsibility to ensure that a valid insurance policy as may be required by law is maintained in respect of such asset at all times.

You hereby agree to keep the LLP fully released and discharged (and take all necessary actions in respect thereof) from any claims, actions or proceedings relating to your usage of such leased assets. In case of discontinuation of employment with the LLP, you will settle / foreclose the outstanding lease amount. You further authorize the LLP to settle the outstanding amount from your full and final amounts and shall take the appropriate steps to get the asset registered in your name, failing which the LLP shall



take all requisite steps to protect its interest in this regard.

21. Retirement Age

The retirement age from the services of the LLP is 60 years

22. Retirement/ Separation Benefits

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us. Further, you will be required to make contributions towards Provident Fund which would be administered through your pay slip.

23. Notice Period

23.1 The LLP or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as given below or a salary payment in lieu of that notice. The LLP may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the LLP before agreeing to his release. If, in exceptional cases, the LLP agrees to an employee's requests for an early release, the LLP will recover the salary or part thereof equivalent to the balance notice period. For further details please refer to the Human Capital Policy.

The notice period for termination of employment by either side for the various levels shall be as specified in Human Capital Policy of the LLP. As per the aforesaid policy, the current notice period for the various levels is set out below:

- (i) Administratives and Specialists - sixty days
- (ii) Associates and above - ninety days

However, the period that is prescribed on the date of giving notice shall apply.

23.2 Termination without notice

The LLP has a Disciplinary Policy in place under which it reserves its right to take appropriate disciplinary action. This policy acts as a generic guide for initiating disciplinary proceedings; some of the indicative events are;

- (i) misconduct (ii) repeated misconduct (iii) breach of instructions by an employee (iv) failure to safeguard the assets of the LLP (v) activities which bring the LLP into disrepute (vi) sexual harassment (vii) any furnished declaration is false (viii) the employee is found to have wilfully suppressed any material information (ix) criminal conviction by court of law (x) failure to adhere to HC Policy, Independence, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time or (xi) where situations warrants action outside this Policy.



In the event that the LLP exercises this right, it may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment without giving notice or a salary payment in lieu of that notice. Such an order may be preceded by an enquiry. If so, you may not be allowed to retire or resign during the period that such enquiry is under contemplation or in progress.

For further details please refer to the Human Capital Policy.

24. Exit formalities

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the LLP.

You will be required to return to the LLP, all documents, including copies thereof and property including but not limited to corporate credit card, internet data card and comply with company car and leased accommodation terms, where applicable, before your last working day in order to obtain release. You are also specifically restrained from keeping copies or extracts of any of the LLP's or client's documents with you, after your release from the services of the LLP, except with specific written permission from the LLP.

As part of your exit formalities, you have to provide in writing to the LLP that you have not retained any data/ confidential information relating to the LLP and/ or our clients and that you will be personally liable to the LLP and/ or our clients in the event that it is found that any data/ confidential information was nevertheless retained by you. This liability shall remain whether or not any such data/confidential information is later disclosed by you.

25. Set Off

You as an employee explicitly agree that your final settlement of dues shall happen only after completion of the aforesaid formalities and first adjusting all dues under whatsoever head then due to the LLP including but not restricted to settlement of credit card dues, any recovery of dues pertaining to LLP assets, unadjusted advances or other amounts, if any paid on your behalf etc. In case of shortfall in the amounts to be recovered, you shall forthwith settle the remaining amount without demur or protest. The exit formalities shall be kept in abeyance till the deficit amount is paid in full.

26. Non Solicitation

Upon leaving the LLP you will not, without prior written consent of the LLP, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, LLP or corporation who has, at any time during your employment with the LLP, been:

- a client of the LLP with whom you have had contact or been involved in the provision of services, or
- an employee of the LLP.

To prevent any potential conflict of interest or breach of confidentiality, you will not accept an appointment offered by a client for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the LLP. It



is mandatory to immediately notify your Director/ Partner of such an offer.

27. General

As an employee of the LLP you are required to book proper time and expenses, use the LLP provided email ID and Internet for business purposes, not share your access card with anyone else, maintain good housekeeping practices and also dress in a professional manner at all times.

It also important that you keep the LLP informed about any change in your personal particulars, and file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including passport, driving licenses, corporate credit card, Aadhar). Your employment in the LLP shall be governed by your compliance with and by providing all requisite information that may be sought from you by the LLP from time to time.

The conditions contained herein in the contract of employment are indicative only and can be modified from time to time. For any clarification on the LLP's Human Capital Policy please feel free to get in touch with the local designated HC staff. If you do not get a satisfactory response you may escalate the matter to the Human Capital Leader.

28. Company's Policies, Procedures and Rules

As an employee of the LLP, you shall be governed by all the policies including, but not limited, to those relating to HC Policy, Independence, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time and they become binding upon you immediately on its publication.

29. Right to access

It is the LLP's policy to take all reasonable steps to protect its interests. This includes ensuring that systems and equipment are used for the proper purposes. You understand that there may be regular checks in respect of usage or access of the LLP's system and equipment. For the avoidance of doubt, this includes, telephone systems, computer resources and systems, use of Email and internet systems and the postal system ("Facilities"). You also understand the LLP reserves the right, without notice, to access, listen to or read any communication or content made or received by you on its Facilities, to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control and staff training purposes, to prevent or detect crime (including 'Hacking'), to intercept for operational purposes, such as protecting against viruses and making routine interceptions such as forwarding emails to correct destinations, to check voice mail systems when you are on holiday or on sick leave.

30. Wrongful Dissemination



You must not host, display, upload, modify, store, make available or transmit, publish, update or share in or through the Facilities of the LLP or otherwise any information or material which:

- belongs to another person to which you have no rights and/or which infringes any person's intellectual property rights;
- is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts;
- contains any virus, harmful component or corrupted data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the computer resources and Facilities of the LLP;
- contains any unlawful advertising, promotion or solicitation;
- violates any applicable law or regulation;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- is grossly offensive or menacing in nature;
- impersonates another person.

31. Employee Consent

You hereby give consent to the LLP to collect, hold, store and process, both electronically and manually, all the personal information it collects or has collected in relation to you or belonging to you and your employment (in the course of your employment), for the purposes of the LLP, e.g. management and administration of its employees and its business or for compliance with applicable procedures, laws and regulations and you also consent to the transfer, storage and processing by the LLP, agents, contractors or sub-contractors or other PwC network Firms (each of which is a separate legal entity) of such personal information within or outside India.

32. No Duress

You hereby consent and agree that you are signing the employment contract, including the Appendix A and Appendix B and agree to be subject to all the Terms and Conditions of the Company's HC Policies including but not limited to those relating to Independence, Risk Management and Code of Conduct, as amended from time, on your own volition and without any undue influence.

33. Dispute Resolution

All disputes arising under this Agreement shall be governed by and construed solely and exclusively in accordance with the laws of India and all disputes shall be subject to the exclusive jurisdiction of the competent Courts of Delhi, India only.

For PricewaterhouseCoopers Services LLP ,



Aravind Ramamoorthy

Aravind Ramamoorthy (Sep 6, 2023 23:09 GMT+5.5)

Aravind Ramamoorthy

Partner

Encl: Declaration to be signed by the Employee

DECLARATION

By signing this agreement, I hereby acknowledge and agree that I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the LLP as amended from time to time. In particular, I declare that:

- a) I will furnish original copies of my certificates, testimonials and other necessary documents, on demand.
- b) I acknowledge and agree to the LLP reserving the right to get a background check conducted on me including through a third party agency. In furtherance thereof, I authorize the LLP to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, voter identification card, Aadhar) either directly or through a third party agency.
- c) There are no ongoing or pending criminal cases/ criminal liabilities on me nor have I ever been convicted of any criminal offence/ convicted by respective Institute, wherever applicable. I further declare that there are no Disciplinary action / proceedings either ongoing or pending against me in respect of my previous employment.
- d) I am not in possession, in an unauthorized manner, of any confidential, sensitive or personal information/ data/ material of any other Firm or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the LLP, and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the LLP.
- e) I shall not commit, or cause to commit, any act or omission, which I believe to be illegal or against the LLP's Code of Conduct.
- f) In the event of any willful or intentional misconduct, fraud, dishonesty or breach of confidentiality on my part, I will personally be liable to the LLP and/ or its clients.

Consent to cooperate



I consent to cooperate in and comply with any request for testimony or the production of documents made by the Public Company Accounting Oversight Board in furtherance of its authority and responsibilities under the Sarbanes-Oxley Act of 2002. I understand and agree that this consent is a condition of my continued employment by or other association with the LLP.

The responsibilities, duties and obligations under the Sarbanes-Oxley Act of 2002 shall survive even after my termination or disassociation with the LLP.

I accept the above.

A handwritten signature in black ink, appearing to read "Tanvi Mantri", is written over a horizontal blue line.

Tanvi Mantri (Sep 7, 2023 15:07 GMT+5.5)

Name/ Signature/ Date