

Grant Thornton US Knowledge and Capability Center India Private Limited

5th Floor, No. 65/2, Block "A", Tridib, Bagmane Tech Park, C V Raman Nagar, Bengaluru - 560093

CIN: U74999KA2010PTC092959

T+91 80 60000500
www.gtindia.com

August 18, 2023

Employee Name: Kamran Numair S

LETTER OF INTERNSHIP

Dear Kamran Numair S,

Further to our discussions, we are pleased to appoint you as an Intern in Audit at Grant Thornton US Knowledge and Capability Center India Private Limited ("Company") with effective date of **October 16, 2023** for a period of **6 months**.

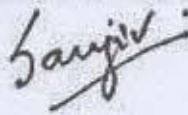
Your monthly Internship fees will be **Rs. 22, 500/- (Rupees Twenty Two Thousand Five Hundred Only)** inclusive of Service Tax as applicable. The Internship fees will be subject to tax deduction at source as per the provisions of the Income tax Act, 1961.

You will be subject to the detailed terms that are attached to this employment letter as Annexure A ("Terms of Employment"). You will also be governed by the rules and regulations of the Company that may be modified from time to time, at the discretion of the Company, as intimated to you.

Please sign and return a copy of this letter indicating your formal acceptance of the terms and conditions of employment offered herein.

For and on behalf of
Grant Thornton US Knowledge and Capability Center
India Private Limited

Accepted





Authorized Signatory





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INTERNATIONAL SCHOOL OF MANAGEMENT EXCELLENCE
Sy. No 88, Chembanshalli, Near Dommasandra Circle,
Serjapur Road, Bengaluru 562 125 INDIA

ANNEXURE A

TERMS AND CONDITIONS OF EMPLOYMENT

1. Nature of Employment

- (a) Upon commencement of your employment with the Company, you will be designated with the position of **Intern** in the Company.
- (b) The Company has the sole discretion to modify the nature of your duties as it may deem appropriate without assigning any reason and you will be expected to undertake all responsibilities that may be assigned to you by the Company at any time.
- (c) You will report to such person as may be designated by the Company from time to time and shall be subject to supervision as per the policies and discretion of the Company.

2. Standard Conditions of Employment

- (a) In addition to the *Terms of Employment* contained herein, you shall be subject to the Standard Conditions of Employment of the Company. The Standard Conditions of Employment of the Company will be communicated to you from time to time or be accessible by you on the Company's intranet.
- (b) The Standard Conditions of Employment will relate to various matters relating to your working with the Company, including hours of work, holidays, code of conduct, confidentiality policy, dress code, etc.
- (c) Such Standard Conditions of Employment are deemed to include other policies of the Company that may be created including the Policy for Prevention of Harassment at the Workplace, Internet and Network Use Policy, Intellectual Property Policy, etc.
- (d) The Standard Conditions of Employment may be changed by the Company from time to time at the sole discretion of the Company and such changed Standard Conditions of Employment shall become applicable to you forthwith, upon receipt of notice of the same.

3. Tax Liability

- (a) The tax liability, if any, including income tax, arising on your compensation will be your personal liability and will be governed by the tax laws of the country wherein your services are provided.
- (b) The Company reserves the right to deduct tax at source from your compensation and take such other actions as required by applicable law.

4. Safe Custody of Company Material

- (a) You will be responsible for keeping safe and in good condition, all Company material entrusted to you, including, but not limited to cellular phones, laptop, car and other equipment ("Company Property").
- (b) In the event of any damage or loss to the Company Property entrusted to you, you shall be liable for the same and the Company reserves the right to deduct the cost of such articles from your compensation or take such other action that it may deem appropriate.

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Sy. No.08, Chembanahalli, Near Dommasandra Circle,
Sarjapur Road, Bangalore 562 125 INDIA



5. Corrupt Practices

(a) During the period that you are employed by the Company, you shall not, either on behalf of the Company or in the pretext thereof, offer any Government Officer any consideration for the performance of any assessment or decision that may be favorable to the Company, other than the legally acceptable, official and Company approved consideration.

(b) A Government Officer includes any person working in or acting on behalf of any person working in any organization that is part of a government of any country or which is wholly or partially controlled by such government or which exercises any quasi-government function.

(c) During the period that you are employed by the Company, you shall not, either while acting on behalf of the Company or in the pretext thereof, accept from any person or entity, any consideration for any assessment or decision may be favorable to that person or entity. Such consideration shall include any item or conduct that may be of value such as a gift, bribe, payment, performance, favor, etc.

6. Representations

(a) You hereby represent that all the contents of your resume, testimonials, references, previous employment details and other information furnished by you at any point of time, including to any affiliate of the Company, are true and accurate.

(b) If any of the above particulars are found to be incorrect or misleading in any way, the Company shall have the right to terminate your employment forthwith, without the requirement of providing you any notice or compensation in lieu thereof.

7. Special Requirements

(a) You acknowledge that in view of the Company's intention to conduct business and service customers all over the world, you shall conform to such additional practices as may be required by the Company.

(b) Such practices may include:

(i) A prohibition on export of certain goods and services to certain countries or to parties who may be so notified by the company;

(ii) Special requirements prescribed by customers of the Company, including relating to standards for the protection of confidential information.

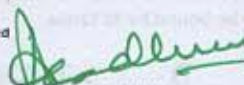
8. Transfer And Travel

(a) You will be initially based at BANGALORE. However the Company reserves the right to transfer your services under substantially the same terms and conditions contained herein, to any successor-in-interest by virtue of any corporate restructuring, amalgamation or merger/ acquisition by or of the division of the Company.

(b) You may be required to travel on Company business within India and overseas on required basis. Instances of business travel, you will be entitled to reimbursement of travel expenses in accordance with prevailing Company travel policies. To undertake such travel, you are expected to have a valid passport and you will be required to maintain a valid passport during your employment with the Company.

9. Termination

(a) During your employment, you can resign from the Company by giving 7 day's notice in writing. However, the final decision on the above is at the discretion of the management. The Company can also terminate your services without


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assigning any reasons whatsoever by giving a similar notice in writing.

(b) Recognizing your given responsibility within the Organization and the need for a transition, the above period is necessary and reasonable.

(c) During the notice period, you shall cooperate with the Company in ensuring smooth and proper hand-over of your responsibilities, failing which the Company shall be authorized to withhold/ forfeit your dues as permitted by applicable law.

(d) Employees are not encouraged to take leave while serving notice period. However in case of an unforeseen emergency, leave can be taken on approval from the Company.

(e) The Company shall be entitled to terminate your employment "for cause" forthwith, without notice or compensation in the event you:

- i. have been found guilty of any misconduct or indiscipline;
- ii. have violated any of the Terms of Employment or Standard Conditions of Employment;
- iii. have been persistently unpunctual, or neglected your duties or performed your duties in a manner unacceptable to the Company;
- iv. become the subject of bankruptcy;
- v. are convicted for any offence under any law for the time being in force in any jurisdiction;
- vi. do not have the mental or physical capacity to carry out your official functions, responsibilities or duties;
- vii. commit any act detrimental to the interests of the Company.

(f) You agree that in case of retrenchment, the principle of "last in first out" shall not be applicable.

10. Consequences of Termination

(a) You shall at the time of leaving the employment of the Company, deliver back to the Company any and all Company Property, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, equipment, confidential information or any other documents or property, or reproductions of any of the aforementioned items provided to you pursuant to your employment with the Company or otherwise in the possession of the Company.

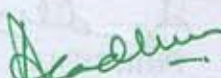
(b) You agree that you shall not copy, duplicate, recreate or record or otherwise keep in possession or deliver to anyone other than the Company, any of the aforementioned items.

11. Confidentiality and Intellectual Property Protection

(a) You agree to keep confidential and not to disclose or to make use of, any information of the Company, including its clients, associates and business partners, that is by its nature confidential or which is communicated to you to be confidential.

(b) Any intellectual property developed by you during your employment with the Company, including any copyrights, designs, patents, layouts, mask works, etc. shall be deemed as "works for hire" under applicable intellectual property laws.

(c) In order to more effectively set out the detailed rights and obligations of the parties in relation to protection of confidential information and intellectual property, you shall execute the Company's Employee Intellectual Property and Confidentiality Protection Agreement and agree to be bound by its terms.


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12. Non Solicitation / Non-Compete

- (a) You shall not directly or indirectly, or through any other party, solicit or offer employment to any persons who are employees of the Company or its affiliates for a period of one year after the date of termination of your employment with the Company.
- (b) You shall not, directly or indirectly, or through any third party, solicit business from, any customer of the Company for a period of one year after the date of termination of your employment with the Company.
- (c) You shall not, directly or indirectly, perform services or take up employment with any competitor of the Company for a period of one year after the date of termination of your employment with the Company.
- (d) It is understood however, that the non-solicitation and non-compete clauses hereinabove will not apply if the Company is required to transition a division into a captive entity as mentioned in clause 11(a) herein.

13. Privacy

- (a) You will be providing to the Company certain information about yourself and your family, including personal information and sensitive personal information ("Personal Information"). You hereby agree that the Company may use and retain this information for a lawful purpose and to the extent deemed necessary by the Company in relation to your employment with the Company and for ancillary purposes.
- (b) You hereby also agree that the Company may transfer or disclose such Personal Information to such other agencies the Company may consider necessary, whether affiliates or otherwise and whether in India or otherwise. The Company may codify its policies relating to privacy in a privacy policy which it will provide to you and you hereby agree to the same.
- (c) The Company shall use reasonable security practices and procedures to safeguard your personal information. Notwithstanding anything contained herein, "Reasonable security practices and procedures" under section 43A Explanation (ii) of the Information Technology Act 2000 means such procedures that the Company shall implement and which may, in the Company's discretion, be intimated to you from time to time and you hereby agree to the same.

14. Dispute Resolution

- (a) Except as provided herein, all disputes in relation to this Agreement shall be settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- (b) The arbitration shall be conducted by a single arbitrator to be selected by you out of a list of three arbitrators provided by the Company.
- (c) The arbitration proceedings shall take place at BANGALORE, India and shall be conducted in English.
- (d) You acknowledge that damages will not be an adequate remedy in the event of breach of any of your obligations under this Agreement. You therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available) to obtain injunctive or equitable relief from any court of competent jurisdiction.

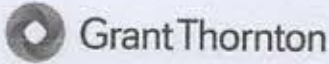
15. Miscellaneous Provisions

- (a) Change Of Address - You will promptly inform the Company in writing of any change in your residential address or contact details.
- (b) Governing Law - This Agreement shall be governed by, and construed in accordance with the laws of India.


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(c) Waiver - No inaction, act or omission by the Company shall be considered as a waiver by the Company of any of its rights herein unless specifically waived by the Company in writing.

(d) Invalid Provision - If any of the Terms of Employment are invalid under law, such provision shall be replaced by another provision which most nearly effectuates the same result as the impugned provision.

For and on behalf of
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Accepted

Authorized Signatory



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