EYGBS (India) LLP
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16 August, 2019

Mr Yadhukrishna R Menon
14/7 B Yadavam, Chullickal,
Hotel ABAD,
Ernakulam,
Kerala - 682005

Contact No: +91 9446025046
Email: yadhukrishna456@gmail.com

Dear **Yadhukrishna**,

Subject: Appointment in the position of
Associate

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your appointment for the above said position in **"EYGBS (India) LLP"** (the "Firm") subject to the following terms and conditions:

1. POSITION:

You will be appointed in the position of **Associate** in **Risk Management Services** in the Firm. Your Rank will be **66.** While serving the Firm in this position, you will report to, and receive direction from the reporting manager or as may be communicated to you from time to time. As agreed, you shall join the services of the Firm at **Kochi** office.

2. DUTIES AND CODE OF CONDUCT:

a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.
b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, medical, retirement, IT policies, etc. as if these conduct rules, regulations, policies et al, were part of this contract of employment.
c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's internal home page or through Firm newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading and prevention of sexual harassment.

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3. WORKING HOURS:

You will be required to work in shifts. Your standard working hours will be 45 hours a week. Your work week comprises of weekly off, which will be communicated to you by your reporting manager. It is expressly made clear herein that your applicable timings of work would be as decided and notified to you by the Firm, and by accepting this appointment letter you would be deemed to have given your consent to work in shifts. The Firm reserves the right to alter the shift timings from time to time. In view of your position in the Firm, you shall effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever your job so requires.

4. DATE OF JOINING:

As per our discussion you will report to the Firm on **26 August, 2019** at A&B and C&D Wing, Software Development Block, Athulya IT Complex, Infopark, Kusumagiri, Kakkanad, Kochi – 682030 .

Please note that your work location may be different based on the service line you are joining.

5. PROBATION:

You shall be on probation for a period of six months from the date of joining the Firm. Your employment will be deemed confirmed, unless otherwise communicated to you in writing for reasons not limited to performance.
During the six months probationary period for matters related to discipline or performance, the Firm reserves the right to take action in accordance to the policy of the Firm.
Please note that a confirmation letter/notification will not be issued to you upon completion of the six month probationary period.

6. ANNUAL FIXED COMPENSATION:

You shall be paid an annual fixed compensation of **INR 3,14,286/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provisions of the Income Tax Act, 1961, and will be paid to you after deduction of income tax and other applicable taxes at source. The annual fixed compensation will be paid to you monthly in arrears. It is a condition of your service that you shall abide by the Firm's policy maintaining the strictest confidentiality of your compensation information and not disclose such information to any other person within the Firm.

7. TRANSFERABILITY:

Your initial place of posting shall be at SEZ Unit located at SmartCity Pavilion, Brahmapuram,Kakkanad, Kochi, Kerala 682303. However, your services are transferable and you may be assigned/transferred in India or outside India to serve the Firm in any of its existing or future offices or any of its group companies or associates.

EY pans across geographies providing various services to its clients and you may be required to go through appropriate Induction & Orientation along with necessary training programme. The training is given to ensure that you are compliant with the best practices followed by EY on a worldwide basis.

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8. CONFIDENTIALITY:

a. Compensation: You shall at all times keep the details of your compensation and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.

b. Use of Firm's name: You shall use the Firm name, logos, trademarks or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of Services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifier in any manner other than what is already a matter of public knowledge, provided however you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients/customers/users, vendors or other Firm's

c. Information: You shall always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm its representatives, authorized personnel, vendors, sub-contractors, clients/customers/users etc. and by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Firm . For the purposes of this clause 'Confidential Information' means information about the Firm's business and that of its clients/customers/users, subcontractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its client/customer/user lists, employment policies, personnel, and information about the Firm's products, services, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, and all papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and shall not disclose or divulge any such information to third parties or make use of such information for your own benefit or otherwise howsoever.

d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager and/or an authorized officer of the Firm save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm and for no other purpose or use. You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copyrighted material or other confidential or proprietary material, which is the property of the Firm or of its clients/customers/users, for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary damages, that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this contract of employment. In addition the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or iii) regulatory body, any impropriety or breach of confidentiality obligations hereunder as a result of your actions, at its absolute discretion.

f. Upon termination of your employment or otherwise upon the Firm's request, you will immediately return and surrender to the Firm , all data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, floppies, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information in the course of your employment and shall not retain any copy thereof in any form whatsoever. If the Firm requests,

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you shall also confirm in writing to the Firm that you have complied with this clause. The Firm reserves the right to alter the confidentiality agreement from time to time, as and when required.

g. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this contract of employment and/or your employment with the Firm.

9. INTELLECTUAL PROPERTY:

In consideration of this Contract of employment and of the salary agreed to be paid in consideration hereof, you agree:

a. The Firm shall own (as its exclusive property, free from any obligations towards you) all intellectual property developed or conceived by you solely or jointly with others during the period of your employment, (1) that are along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment, or (2) that result from or are suggested by any work which you may do for the Firm or (3) that are otherwise made through the use of Firm's time, facilities or materials;
b. Not to disclose or utilize in your work with the Firm , any confidential information of others (including any prior employers) or any inventions or innovations of otherwise without express permission; and
c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such intellectual property in any and all countries.

10. LEAVE:

You will be entitled to a total leave of 31 days for each completed year of service, in accordance with the leave rules of the Firm. The Firm reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.

11. PROVIDENT FUND AND GRATUITY PLANS:

You will participate in the Firm's Provident Fund, and Gratuity Plans as may be applicable in the Firm as per the Payment of Gratuity Act, 1972.

12. RETIREMENT:

As per the Firm' extant policy, retirement age of the employee is 60 years. The Firm reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.

13. NOTICE PERIOD; TERMINATION:

a. During the probation or extended probation period, either the Firm or you may terminate your contract of employment by giving one month's written notice or one month's salary which is based on annual fixed compensation, in lieu of notice, to the other party, subject to the release date being approved by the Firm. The Firm reserves the right to terminate your employment by giving you compensation equivalent to one month's salary which is based on annual fixed compensation, in lieu of the notice period.
b. After confirmation of your service at the Firm, the contract of employment is terminable by either the Firm or by you, by giving two months' notice in writing to the other, without assigning any reasons

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thereof. The Firm reserves the right to pay or recover from you, two month's salary which is based on annual fixed compensation, in lieu of the notice period, subject to the release date being approved by the Firm.

c. If termination is initiated by you, the Firm may, at its discretion, relieve you from a date it may deem fit, at any time before expiration of the notice period. The Firm will agree to the release date and salary payment in lieu of notice period. During the notice period, however, you shall cooperate with the Firm in ensuring smooth and proper hand-over of your responsibilities, failing which the Firm shall be authorized to withhold/forfeit your dues.

d. The Firm may also terminate/suspend your services at its discretion at any time without giving any notice or amount in lieu of notice immediately if it has been alleged and prima facie established through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offense involving moral turpitude (the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or likely to damage Firm's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Firm's policies.

e. The Firm also expects that you voluntarily disclose details of any of the above acts to the Firm at the time of joining or during your employment with the Firm , as applicable, based on which the Firm may terminate/suspend your services at its discretion at any time immediately upon written notice to you.

14. PAST RECORD:

If any information or declaration given by you to the Firm proves to be false or if you are found to have willfully suppressed any material information, including but not limited to any information about your educational qualification, professional certification, you will be liable to be discharged from the services of the Firm, without any notice or salary.

15. RULES AND REGULATIONS:

You shall abide by the Rules and Regulations of the Firm in effect from time to time or as the Firm may communicate from time to time.

16. DUAL EMPLOYMENT:

You will be in the exclusive employment of the Firm. During your employment with the Firm, you will devote your whole time, attention and skill to your ability for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

17. PERSONAL DATA:

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including without limitation your financial information, emails, addresses, telephone numbers, shareholdings, physical, physiological and mental health information, and medical records and history (your "Personal Data"). You acknowledge that the Firm may collect, use, transfer, store or otherwise process ("Process") such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Firm will Process your Personal Data in accordance with applicable law and

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professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

18. EMPLOYMENT VERIFICATION :

Your qualifications and employment will be subject to a background check, which will be conducted by such agency/firm/establishment, whose services are contracted by the Firm, from time to time. The verification will include authentication of any factual or historical information provided by you, related to past and present data such as reference details, previous employment details, educational credentials and criminal records, etc. You are required to give your consent, by signing the background verification declaration in such a manner as may be required by the Firm. In the event that you fail to submit the documents sought by the Firm within the stipulated timeline or if any information provided by you to the Firm proves to be false or if you are found to have willfully withheld any information, the Firm reserves the right to revoke and/ or terminate this contract of employment, without any notice or compensation.

19. SUBMISSION OF DOCUMENTS:

You will be expected to mandatorily submit relevant documents as stated in Annexure A at the time or prior to joining the Firm. The list of relevant documents will be intimated to you. In the event that you do not submit the relevant documents within the stipulated time period, the Firm reserves the right to revoke and/ or terminate this contract of employment without any notice or compensation.

20. MISCELLANEOUS:

a. The following annexures form an integral part of this agreement.
   a) Annexure A - List of documents to be submitted
   b) Annexure B - Illustrative compensation break-up
   c) Annexure C - Relocation allowance / benefit recovery letter
b. Previous employment: You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this contract of employment, or is otherwise inconsistent with your obligations under this contract of employment. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer/organization and do not have any outstanding issues/unfulfilled employment obligation pending with your previous employer/organization having legal ramifications/consequences for you or for the Firm.
c. Additional Documents: In addition you may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to your/your nature of services as well as (ii) per any requirement of law of the jurisdiction were you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client/customer/user request and/or (v) per the Firm's exclusive discretion.
d. Supersedes previous contract of employment: This contract of employment supersedes and replaces any existing agreement between the Firm and you relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This contract of employment shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your undertakings in this contract of employment shall be an obligation of your executors, administrators, or other legal representatives or assigns.

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e. Severability: If any provision contained in this contract of employment is held to be invalid or unenforceable under applicable law, the remaining provisions of this contract of employment shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this contract of employment unenforceable or invalid.

f. Privity of Contract: The terms of this contract of employment may only be enforced by a party to this contract of employment.

g. Governing law and dispute resolution: This contract of employment, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this contract of employment the decision of the management of the Firm shall be final and binding.

Please acknowledge your acceptance of these terms and conditions of employment by signing the duplicate copy of this contract of employment and submitting the same to us for the Firm's records.

Thanking you.

Yours faithfully,
for **EYGBS (India) LLP**

Signature Not Verified
Signed by : SHANTHARAM YOUBBILISHETTY
Date : 19/Aug/2019 12:55:29
Location : Bangalore
Reason :

Authorized Signatory

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed: _____ Date: _____

Name: _____

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Annexure A

Dear **Yadhukrishna,**

Please refer to the discussion that you had with us. Please note that you have to submit the following documents on the date of joining (it is mandatory to carry all documents & information listed below).

SN	Documents to be submitted on the Date of Joining	Tick Y/N
1	4 passport size photographs in formals with a white background	
2	Three printed copies of the following documents: • Your Pan Card – Mandatory • Aadhaar Card – Mandatory • Your passport, voters ID, ration card, driving license or ESIC card	
3	Single printed copies of all semester and year mark sheets, degree and provisional certificates for: ▸Graduation/Post-graduation Note: If you are awaiting results, please submit all previous semester mark sheets, along with a copy of your last semester results	
4	Professional qualification certificates* *For CA qualified – Please carry your articleship completion certificate and membership certificate, along with mark sheets	
5	For Enrolled Agent/CPA qualified - Please carry your completion certificate along with the license/certification number details	
6	Experience certificate or relieving letter from last 2 employers as applicable. Your resignation acceptance letter will also be accepted by us. However, the relieving letter should be submitted to us within 30 days of joining.	
7	PF declaration form	
8	Bank details - Account number along with the IFSC code	
9	Last drawn payslip from your previous employer	
10	Your blood group	
11	Name, address (preferably residence address) and telephone number of two references, excluding relatives. If you have prior work experience, one reference has to be from the last organization or employer.	

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Annexure B

Name	**Yadhukrishna R Menon**	**DOJ**	**26 August, 2019**
Designation	**Associate**	**Service Line**	**Risk Management Services**
Rank	**66**		

COMPONENTS	Per Month (INR)	Annual (INR)
Basic Salary	10,476	1,25,714
House Rent Allowance (HRA)	5,238	62,857
Other allowance including flexible components 1	4,856	58,275
Advanced Statutory Bonus	2,220	26,640
Transport Assistance	1,600	19,200
Employer's Provident Fund (PF) contribution	1,800	21,600
Fixed compensation	**26,190**	**3,14,286**

Benefits (Estimated value)		
Insurance premium 3 (Group Medical + Group Personal Accident + Group Term Life)		16,741
Gratuity 4		6,044
Total of Benefits		**22,785**

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Notes:

As per policy of the Firm, in addition to your fixed compensation you will be eligible to participate in the EY GDS Variable Pay Bonus Program, which drives a pay for performance approach providing differential reward based on EY, EY GDS, business unit and personal performance. This will be payable on or before 30 September. This is subject to you being employed with the Firm as on the date of payment of Variable Pay Bonus. Employees who join the Firm during the year will be eligible for a prorated Variable Pay Bonus payment. The Variable Pay Bonus amount is subject to income tax deduction as per rules prescribed under the tax laws.

All the above components and benefits are as per the Firm's policies and are subject to change from time to time. Please refer to the payroll database (http://gssconnect.ey.net/payroll/index.htm) for a detailed breakup of your salary structure.

[1] You will also be allowed to determine your flexible components that form a part of your fixed compensation. These will be defined as per policy of the Firm which may be modified from time to time. Please refer to the payroll database (http://gssconnect.ey.net/payroll/index.htm) for applicable flexible components.

[2] Insurance benefits

Benefit Type	Benefit Value	Features
Group Medical Insurance	INR 3,00,000	Floater cover for self and five dependents which includes spouse/same sex partner, children and parents/parent-in-law. The premium stated is the maximum amount paid/incurred by the Firm, and is subject to change every year post renewal. There will be an employee contribution towards the premium. In addition to the existing INR 3,00,000 cover, employees can opt for an additional sum insured (custom-made 'top-up' health insurance benefit) at a reasonable cost to cover themselves and their dependents.
Group Personal Accident Insurance	INR 10,00,000	For self, as per policy, is being paid/incurred by the Firm on your behalf. The premium stated is the maximum amount paid/incurred by the Firm, and is subject to change every year post renewal of insurance policy.
Group Term Life insurance	INR 10,00,000	For self, as per policy, is being paid/incurred by the Firm on your behalf. The premium stated is the maximum amount paid/incurred by the Firm, and is subject to change every year post renewal of insurance policy.

[3] Gratuity will be paid as per provisions under the prevailing regulations.

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