PwC Transaction Services
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Contract of Employment

between

PwC Transaction Services
Wirtschaftsprüfung GmbH
Donau-City-Straße 7, 1220 Vienna, Austria

(hereinafter "PwC" or "the Employer")

and

Mr.	**Adoniran Galindo Escobedo, BSc**
Date of birth	**February 11, 1989**
Address	**3830 Waidhofen an der Thaya, Lederergasse 14**
Nationality	**Guatemalan**

(hereinafter "the Employee")

The Parties agree as follows:

I. Commencement and Duration of Employment

(1) The Employee has been an Intern with the Employer since October 16, 2022. The internship shall be terminated prematurely by mutual agreement. The employment relationship shall be continued without interruption from **February 1, 2023** for an indefinite period of time, if a valid document evidencing the right to employment in Austria has been submitted by this date. The employer must receive this document, or be shown this document without having to request it, by the start of employment at the latest.

If the work permit or proof of right to work has not been submitted by the planned start date at the latest, irrespective of the reason, the contracting parties will mutually agree a new start date. All dates and periods, which are calculated in relation to the start date of the employment relationship will be deferred in relation to the new start date.

If the document, which evidences the right to work in Austria, is issued for a fixed period of time, the employee undertakes to ensure the extension of the validity of the document in a timely manner, i.e. before the document expires. Otherwise, the current employment relationship will be automatically terminated on expiry of the work permit or equivalent entitlement, without any separate notice of termination being required.

II. Areas of Responsibility

(1) The Employee is to join as **Associate** in the Service Line **Advisory**. The position is to be the main occupation of the Employee.

(2) The place of employment shall be Vienna, Austria. At the Employer's request, the Employee will also be required to undertake other appropriate duties and assignments at other places of employment both in Austria and abroad.

III. Classification under the Collective Agreement

(1) In relation to the work the Employee will be performing for the Employer and the years of relevant employment for which the Employee has provided evidence, the Employee is classified according to the Collective Agreement (KV) for Employees of Tax Advisors and Public Accountants as follows:

Occupation group IV, 2. year of employment year of employment
Salary table a)

A new employment year will start each year on the recurrence of the initial start date. The Employee confirms that the classification is correct on the basis of the work to be performed by the Employee and the years of employment mentioned above.

IV. Remuneration

(1) For his work, the Employee shall receive a monthly all-in salary (actual salary) of **€ 3.571,43** gross. This salary consists of the basic salary for the normal working hours amounting to € 3.000,-- and an overpayment in the amount of € 571,43. In addition, the Employee shall receive bonus payments in accordance with the KV. The annual gross salary is therefore € 50.000,--.

(2) The monthly overpayment covers all additional services and all entitlements beyond the normal working hours of the Employee (in particular, extra hours, overtime, weekend and holiday pay, allowances, surcharges, standby or travel times, any claims for reimbursement of costs in connection with the use of remote work, etc.). It is agreed that the Employee shall work extra hours and overtime when required due to operational circumstances.

Any bonus payments granted will be used in full to cover entitlements arising from the employment relationship, in particular any extra hours or overtime worked, weekend and holiday pay, allowances and surcharges, and the compensation for standby or travel times in the financial year for which they are due.

(3) The salary will be paid monthly on the last day of each month to a bank account specified by the Employee. The Employee is obligated to check his/her incoming payments monthly on the basis of his/her pay slip and to report any incorrect bookings immediately. Any surplus must be repaid immediately. The possibility of spending any overpayments in the belief that these were correct is thus excluded.

(4) Any premium payments are voluntary, without obligation, and – even in the event of recurrence – do not constitute a legal right (with regard to reason or amount).

V. Obligations of the Employee

(1) The Employee undertakes to adhere to the provisions of the Austrian Public Accounting Professions Act (WTBG), in particular to comply with the confidentiality obligation in accordance with § 80 WTBG. Furthermore, the Employee undertakes to maintain data secrecy in accordance with § 6 of the Austrian Data Protection Act (DSG).

(2) Unless required by law to disclose information, the Employee is to maintain strict confidentiality regarding all business-related matters, even in relation to employees of PwC, unless they are authorised to receive such information based on their position. The Employee has been instructed in detail about his/her right to refuse to give evidence, in particular pursuant to § 157 Austrian Code of Criminal Procedure (StPO), § 321 Austrian Code of Civil Procedure (ZPO), § 49 Austrian General Administrative Procedures Act (AVG), § 171 Austrian Federal Fiscal Code (BAO) and § 104 Austrian Fiscal Offences Act (FinStrG.)

(3) This confidentiality obligation applies irrespective of whether knowledge of the circumstances and facts in question is also accessible to other persons. The obligation of the Employee to maintain confidentiality extends in particular to trade secrets disclosed to him/her within the scope or due to his/her work. It also covers all company-specific information concerning the interests of PwC and of associated and affiliated companies of PwC, the clients of PwC (as well as of associated and affiliated companies of PwC), clients of other public accounting companies, and/or employees of PwC, regardless of whether the Employee has acquired such knowledge in the course of his/her professional activities or otherwise.

In particular, the Employee must also maintain professional secrecy in relation to all documents (in any form) and secure them against unauthorised access. Without the express consent of the Employer, the Employee may not copy documents and other information, make them available to unauthorised persons, grant access to them to unauthorised persons, remove documents from the Employer's premises, or assist others in doing so.

The confidentiality obligation also covers details of this Contract and continues even after termination of the employment relationship.

(4) In particular, the obligation to maintain strict confidentiality also applies in relation to the media and their representatives, unless explicit approval has been granted by the authorised representatives of the Employer.

(5) The Employee undertakes to comply with all applicable statutory provisions governing the independence of public accountants (§ 271 Austrian Commercial Code (UGB)), as well as with the international independence guidelines set out by PwC (above all in connection with PwC clients that are subject to SEC rules).

(6) The Employee must familiarise himself/herself with all relevant guidelines and policies of the Employer (available on the Employer's intranet) immediately after starting the employment relationship. The Employee must always observe and follow them in their respective current form.

(7) In addition to the work performed on behalf of the Employer, the Employee is not permitted to carry out other activities in the business sector of the Employer or the member firms of the Austrian PwC Network in whatever form, for his/her own account or for the account of another, whether remunerated or not, and whether directly or indirectly, nor to arrange for provision of such services

to others, especially to other public accountants, advisory firms, or banks, nor to maintain any other contractual or business relationships with such companies.

It is noted that the Employee is not permitted within the meaning of Section 77 (10) WTBG, in particular, during, within and on the occasion of the termination of this employment, to accept engagements or authorisations from clients of the Employer or the firms of the PwC Group and the affiliated companies himself/herself or to direct such clients to others, in particular other public accountants, advisory firms or banks.

(8) Moreover, the Employee is prohibited from engaging in any self-employed or employed work other than that regulated by this Contract without the prior written consent of the Employer in compliance with the process specified by the Employer, even if this activity does not represent any form of competition. At the request of the Employer, consent must be given by signing an appropriate side letter, which shall form an integral part of the Contract of Employment.

The Employer may revoke the consent/approval given for paid or unpaid secondary occupations and/or functions at any time if the interests of the PwC Austria Group are infringed or there is a risk of their infringement. In this case the Employee will be obligated to immediately terminate/resign from this secondary occupation/function, whereby the Employee must be given a reasonable period of time to do so.

(9) The Employee is generally permitted to carry out unpaid additional work without the intention of making a profit (this also includes voluntary functions), provided the work does not in any way interfere with his/her obligations under this Contract. However, the Employee is obligated to inform the Employer immediately of any such additional work following the process specified by the Employer, who shall have the right to prohibit the exercise of such secondary occupations in justified cases. If such additional work may affect the interests of the Employer or the Employee's ability to work, the written approval of the Employer shall be required.

(10) Lecturing and publication activities, in particular in relevant professional journals in the business area of the Employer, also require the express written consent of the Employer. Unless otherwise agreed in individual cases, the Employee is entitled to receive the fees for lecturing or publication of articles.

(11) To avoid conflicts of interest, the Employee is not permitted to hold any interest in any organisation in the same line of business as the Employer.

(12) The Employee is also not entitled to accept any form of commission or other remuneration from clients of the Employer. The acceptance of any goods or services at reduced rates which are not available to all other employees requires the prior written consent of the Employer's management board.

(13) As part of the employment relationship, it may be necessary that the Employer or a client of the Employer grants the Employee access to the FinanzOnline system of the Austrian tax authority or to other online systems (in particular, access to e-government systems of other authorities). Forms of access of this kind may only be used in accordance with the Employer's instructions to examine and process data relating to the clients served by the Employee. Any misuse of such forms of access or systems constitutes a ground for dismissal and will make the Employee liable to pay any damages to the Employer.

(14) Especially in the event of any violation of the above points, the Employer reserves the right to take legal action against the Employee under employment and tort law.

(15) Inability to work, in particular as a result of illness or an accident, must be reported by the Employee to the Employer immediately (in principle before the start of daily working hours or in the course of the first day of absence) and appropriate evidence must be provided (in the event of illness a medical confirmation must be submitted no later than the second calendar day of the illness); otherwise the Employee may lose entitlement to continued remuneration for the duration of the period of unreported absence.

(16) The Employee is obligated to provide details of any changes to his/her personal data including home address, delivery address or bank details without delay in writing (or, if applicable, via the tool provided by the Employer). The Employee shall be liable for any disadvantages resulting from failure to provide notification, or a delayed notification, and must be reimbursed by the Employee to the Employer.

VI. Working Hours, Vacation

(1) The standard number of hours per working week excluding breaks is **40** hours.

(2) The core working time and the timing of the notional standard working hours for full-time employment are based on the flexitime agreement.

The Employee can decide when to start and stop work within the flexitime regulations and bearing in mind business requirements. The Employee is required to take a 30-minute break between 11 a.m. and 2 p.m. (if daily working time exceeds 6 hours), which may not be recorded as working time.

(3) The Employer is entitled to instruct the Employee to work extra hours and overtime when required by operational circumstances. Extra hours and overtime must be subject to express instructions in advance or subsequent approval. The overtime or extra hours worked (time records) will be checked periodically.

(4) For training events or seminars and the associated travel times, there is no remuneration of extra hours, overtime and/or travel times. This regulation is particularly applicable to block courses at the beginning of the employment relationship.

(5) Vacation may only be consumed in whole days and only with the consent of the management. The Employee must obtain such consent one month before a planned vacation of up to one week and two months before a planned vacation of more than one week. If possible, vacation must be used up by the end of the vacation year in which the vacation entitlement arose.

On termination of employment, all unused vacation from previous vacation years as well as pro-rata vacation entitlement for the current vacation year is to be consumed during the period of notice whenever possible.

VII. Notice of Termination of Employment

(1) The employment may be terminated by either party on the last day of each calendar month at two months' notice. This notice period shall be extended to three months for both parties after completion of the third year of employment.

(2) Notice must be given in writing.

VIII. Documentation and Company Equipment

(1) The Employee must, at any time upon request of the Employer and without being requested to do so upon termination of the employment relationship, return all documents, deeds, records, notes, drafts, operational data and other information (in particular, concerning clients and employees) in his/her possession, belonging to the Employer, concerning the Employer's business activities, or otherwise attributable to the Employer, and/or copies or duplicates thereof (collectively referred to as "Documentation") as well as operating equipment and other items, access cards and keys to the Employer immediately and completely. The Employee is not entitled to retain any of these; in particular, he/she may not retain a copy of the Documentation in any form whatsoever.

(2) The Employee is required to treat all items of equipment put at his/her disposal with the utmost care. In the event of any damage or loss of equipment caused by an act of gross negligence or intent on the part of the Employee, the Employer will be entitled to claim compensation for any costs or losses incurred.

(3) The Employee grants the Employer an exclusive worldwide right of use, unlimited in time and place, for any type and possibility of exploitation of all know-how, all works, plans, models, software, methods, algorithms, documents, etc., which the Employee has (co-)created or (co)developed in connection with his work, regardless of whether these developments are particularly protected by law (e.g. by copyright) or not. Furthermore, the Employee grants the Employer the right to grant sublicenses for such works, etc. and also the transfer of the right of use (of the work) as well as the right to edit. The Employee is not entitled to any separate remuneration for granting these rights of use, as the granting of rights is already fully compensated by his/her remuneration. The granting of rights takes place immediately when the respective right arises and also applies without restriction for the period after termination of this Contract.

IX. Miscellaneous

(1) Any benefits (for requirements and details, see Intranet/HC Google Site) are granted on a voluntary basis and may be changed or discontinued informally by the Employer at any time. The Employee shall have no legal entitlement to these. Even if benefits are on a recurring basis, no legal entitlement shall exist to the granting or continued granting of these benefits in the future.

(2) Unless stipulated otherwise by this Contract of Employment, all statutory provisions and the provisions of the KV apply.

(3) Unless stipulated otherwise by law or in the KV, any unresolved claims arising from the current employment relationship are to be submitted in writing to the Employer within three months of being incurred. Otherwise such claims shall expire.

(4) After termination of the employment relationship, the Employee is obligated to immediately update his/her profile on all social media platforms (LinkedIn, Facebook, etc.) and to make it clear that he/she no longer works for PwC Austria.

(5) The PwC Austria Group is a contractual partner of the VBV Mitarbeitervorsorgekasse AG (employee severance fund), MVK number 71600, Obere Donaustraße 49-53, 1020 Vienna, Austria.

(6) This Contract includes the following attachments:

- Declaration of Confidentiality
- Confirmation of Independence and Confidentiality
- Guideline on Politically Exposed Persons (PEPs)
- Agreement on the Use of PwC Office Equipment
- Agreement on Education and Training Costs
- Flexitime Agreement
- Remote Work Policy

These agreements form an integral part of this Contract of Employment. By signing this Contract, the Employee acknowledges the obligation to observe the PwC Travel Policy, the PwC Code of Conduct, the Social Media Policy, and the Policy on Secondary Occupations, which he/she was able to review prior to signature. These documents, as well as other policies relevant to the Employee, can be accessed via the internal Human Capital Austria site under point 2.3, "Arbeitsrichtlinien".

(7) The place of jurisdiction for all disputes that may arise from or in connection with this Contract shall be the competent court for labour and social law matters in Vienna. This Contract is subject to Austrian law.

(8) Modifications or amendments of this Contract must be made in written form to be effective. Any verbal agreement permitting a departure from the requirement of the written form is invalid.

(9) The invalidity or unenforceability of any provision of this Contract will not affect the validity and enforceability of the remaining provisions. The invalid provision will be replaced by one which reflects its business purpose as closely as possible and is still valid.

Vienna,January 13, 2023

PwC Transaction Services
Wirtschaftsprüfung GmbH

Mag. (FH) Gerald Eibisberger

Adoniran Galindo Escobedo, BSc