

Undertaking and Privacy Consent

By clicking on the check-box (where this Undertaking is provided in the electronic form) or signing below (where this Undertaking is provided in the physical form), I confirm that I have read, understood, accepted and have given my consent, to this "Undertaking and Privacy Consent" (**Undertaking**).

In this Undertaking, **Organization** refers to the entity of which I am an employee or I am otherwise associated with. "Deloitte Entities" means entities which are a member or affiliate of the Deloitte network;

My employment or association with the Organization has ceased or will shortly cease on and from the day immediately following my last working day with the Organization

(**27/07/2022**). I am providing this Undertaking to confirm my obligations towards the Organization.

This Undertaking is governed by and shall be construed and interpreted in accordance with the laws of India. I agree to the non-exclusive jurisdiction of the courts of law in Mumbai, India.

1. Defined Terms

In this Undertaking, unless opposed to the context, the following terms have the meanings given to them below:

- 1.1 **Deloitte Entities** means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee (DTTL), its member firms and their respective subsidiaries and affiliates (including the Employer), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors and agents of all such entities. Neither DTTL nor, except as may expressly agreed in writing, any member firm of DTTL has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by the relevant member firms or their subsidiaries or affiliates and not by DTTL.
- 1.2 **Organisation Assets** means (including, without limitation, equipment, devices, vehicles, identity cards, access cards, access to software licences, information, subscriptions to services (including those of telephone and data)) whether or not owned by the Organisation or third parties it deals with as may have been made available to the Partner for the purposes of performing her/his duties or otherwise have been accessed or used by the Partner during his tenure.
- 1.3 **Information** means all information and material which belongs, pertains or relates to, the Organization or any other Deloitte Entity, and/or their professional practice. Without limiting the foregoing, the term 'Information' includes, all of the following information and material with respect to any Deloitte Entity (including the Organization):
 - (a) financial information and controls; commercial information; business plans, terms of business; strategy and regulatory information; cost, sales, revenue, and profit information; accounting and financial information; marketing plans, methods;
 - (b) systems, processes, tools; technical information, technical drawing; software, technology, software codes algorithm, documentation; and all intellectual property (whether registered, registrable, or otherwise) of any Deloitte Entity;

- (c) infrastructure, facilities, contracts, facilities and/or arrangements among one or more of Deloitte Entities inter se;
 - (d) client, vendor and service provider information; information about Deloitte Entities' partners, employees, staff, vendors, suppliers, contractors, service providers, and any other persons and/or entities with whom any Deloitte Entity/ies has/have established relationship during the course of their professional practice;
 - (e) personal information and sensitive personal information that any Deloitte Entity is required to keep confidential and secure, and/or be responsible for handling in accordance with all applicable laws, regulations and policies;
 - (f) passwords, accesses, security systems/processes/devices;
 - (g) contracts and other arrangements between or among any Deloitte Entity and any other parties (including affiliates or subsidiaries);
 - (h) information pertaining to any dispute (whether or not before a dispute resolution forum) pertaining to any Deloitte Entity, any of their partners, directors, officers, employees, staff or contractors or those of any clients, suppliers or third parties with whom any of them may be dealing;
 - (i) all other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the interests or position of the Organization and/or any other Deloitte Entity.
- 1.4 **Personnel** means, as the context requires, partner, employee, contractor, or other personnel engaged by or associated with, a Deloitte Entity at any time.
- 1.5 **Relevant Partner** means as the context requires, the partner (or a person of comparable role) of the Organisation under whose reporting structure the Partner operates or a partner (or a person of comparable role) identified by the Organisation to perform specific responsibilities – for example, reputation and risk leader, partner responsible for handling media and public relations, general counsel, etc.

2. Undertaking

- 2.1 I acknowledge that in the course of my association and/or employment with the Organization, I have had access to Information.
- 2.2 Where I have provided this Undertaking before the Effective Date, I confirm that during my tenure with the Organization, I shall not use any Information for any purpose other than as necessary for the performance of my official duties and in accordance with my terms of employment. For the avoidance of doubt, all of my obligations and duties (and the Organization's rights) under the terms of my employment which continue to be in force on and from the Effective Date, shall continue to be in force (and nothing in this Undertaking impairs any of them).
- 2.3 On and from the Effective Date, I shall continue to keep secret and confidential, and not use, disclose or communicate to any person the Information and shall comply with the rest of the terms of this Undertaking.
- 2.4 I agree that I shall not any time, except with the Organization's prior written consent, directly or indirectly, use, disclose, publish (in any manner, including in the electronic form or posting or forwarding), or permit others to use, disclose, or publish any Information that I may have learned or became aware of, or may have learned, because of association and/or employment with the Organization, or any of the other Deloitte Entities, or use any such Information in a manner

detrimental to the interests of the Organization or any other Deloitte Entities. I confirm that, as between me and the Organization, all Information is and continues to remain the exclusive property of the Organization. I understand and agree that the rights and obligations set out in this Undertaking continue in perpetuity, regardless of my ceasing to be in the employment of or associated with, the Organization.

- 2.5 I acknowledge that I am not authorized to transfer, copy, transmit or otherwise take away to any personal devices (laptop, mobile etc.) or other online or offline resources or media, any Information whether in the electronic form or otherwise. I confirm that I have neither during my employment or association with the Organization retained with myself nor shall, after cessation of my employment / association, take away any Information in any form.
- 2.6 I confirm that on or before the Effective Date, I have done the following with respect to all copies of Information as may have been entrusted to me, or to which I have access to, or which may have come into my possession or control:
- (a) In the case of Information in the physical form, I have promptly returned to the Organization all copies of the Information;
 - (b) In the case of Information in the electronic or other forms, I have promptly upon the Organization's request returned effective control of the Information (or where expressly requested by the Organization in writing, irretrievably deleted or destroyed the Information).
- 2.7 I acknowledge that breach of any of my obligations set out in this Undertaking may cause irreparable harm and/or damage to the Organization, and/or other Deloitte Entities and their partners, personnel, clients and other parties. Therefore, in the case of my breach of any such obligations, the Organization shall, without prejudice to any of its other rights and remedies as may be available in contract, law or equity, be entitled to obtain injunctive or other suitable relief including, specific performance, to enforce the terms of this Undertaking for itself and/or for the benefit of other Deloitte Entities if applicable. Further, I agree to indemnify, defend and hold harmless the Organization, where applicable, other Deloitte Entities, and their partners and personnel against all claims, damages, losses, costs and expenses related to or arising out of any breach or alleged breach of my obligations under this Undertaking.
- 2.8 In the event I receive any request or order for disclosure of any Information from a court, government, judiciary or other authority, I shall promptly notify and consult with the Relevant Partner, and not share any Information except with the express prior approval of such Relevant Partner. The foregoing requirement will be waived to the extent and in specific instances in which such request or order prohibits discussing with the Organization.
- 2.9 I acknowledge that the Organization may be subject to confidentiality obligations as may apply to it by reason of providing professional services and/or being a Deloitte Entity. I shall not do or omit to do anything that may cause the Organization to be in breach of such obligations.
- 2.10 I acknowledge that certain Information may be unpublished price sensitive information (**UPSI**) and may be subject to additional restrictions on use and/or disclosure. I shall, in addition to the other obligations set out in this Undertaking, also comply with all applicable laws and regulations applying to UPSI.

- 2.11 I acknowledge that I do not have any right or title to or any interest in or lien over, any Information.
- 2.12 I confirm I have not breached, and undertake not to breach, the obligations with respect to Information as set out in this Undertaking. I further acknowledge that this Undertaking does not supersede: (a) any other undertakings, confirmations or consents I may have given, or may give the Organization; or (b) the terms and conditions of employment or association I may have agreed with the Organization; and to the extent there is any conflict, the more stringent obligation on me will prevail.
- 2.13 I have considered the provisions of this Undertaking and acknowledge that they are reasonable in the context of maintaining the confidentiality of the Information.

3. Privacy Consent Terms

By providing and/or completing (or having done so at any time during my employment or association with the Organization) any personal data or information including any sensitive personal information (collectively, **Data**) to the Organization, I confirm, accept and accord my consent to the following:

3.1 Confirmation

- (a) The Data provided by me to the Organization is, to the best of my knowledge and belief, free from any material error.
- (b) Where any Data pertains to any person other than myself, I confirm that I have their consent to provide their Data to the Organization for use, storage, copy, transfer, and transmission in accordance with the Organization's policies, procedures and practices.
- (c) The Organization shall have right to use, store, copy, transfer and transmit Data in accordance with the Organization's policies, procedures and practices even after cessation of my employment / association with the Organization.
- (d) Unless otherwise informed by me in writing to the Organization, I agree and undertake that confirmations provided by me in this Undertaking shall remain valid after cessation of my employment / association with the Organization.

3.2 Storage and Use of the Data

- (a) I understand that the Data may be stored on hardware, systems and/or platforms that are managed by or for the Organization. The Organization seeks to bind third parties, including service providers (collectively, **Third Parties**) to terms that require the Third Parties to comply with all applicable law relating to data protection and terms seeking to prevent unauthorized use and/or access of the Information.
- (b) I understand that the Data shall be used by the Organization for, among other things, the following purposes:
 - (i) Administrative purposes:- This includes without limitation uses for recovery of dues from me, compliance with employer or engager obligations – whether statutory or otherwise (e.g. payment of statutory dues, if any, deduction of taxes at source, etc.), filing of returns or information to the relevant authorities, managing of employee/engagement life cycle (i.e. all aspects related to my engagement with the Organization and any matters including those relating to disciplinary proceedings) and as may be required to comply with law, regulation or order of any authority.

- (ii) Business purposes of the Organization:- This includes without limitation uses such as marketing and publicity initiatives and initiatives relating to knowledge share or sending career related communications, offers or other such uses.
- (iii) Compliance with professional standards and/or internal practices:- The Organization may retain the Information for compliance of professional standards, compliance of its internal policies and protocols or in legal proceedings and/or investigations or any other purpose which the Organization which is not unlawful.
- (c) I understand that Data may be transferred to other Deloitte Entities or other Third Parties whether within or outside India. To the extent practicable, the Organization seeks to bind such recipients to obligations consistent with the law as to the storage, access and/or use of the Information.
- (d) I understand that I shall have right to update the Data that I have provided to the Organization by writing an email at pkadam@deloitte.com; debajyotiq@deloitte.com; vinkashyap@deloitte.com

I have read, agree and consent to the Undertaking and Privacy Consent Terms given above.

Signature

Name: Gaurav Shukla

Address: One International Center, Tower3, 27th-32nd floor, Senapati Bapat Marg, Elphinstone Road(West), Mumbai

Date of execution: **26/07/2022**