



Crowe Horwath IT Services LLP
Wholly Owned Subsidiary of Crowe
LLP (USA)
Independent Member Crowe Global

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10-May-2022

Jagadeesh Jagani
5-134, Peda Komathi Street, V.Madugula(MD)
Visakhapatnam, Andhra Pradesh-531027,

Dear Jagadeesh,

Crowe Horwath IT Services LLP ("the Firm") is pleased to offer you the position of Product Engineering Software Developer.

This offer is contingent upon a favorable background investigation subject to the sole discretion of Crowe. In addition, we have implemented a requirement for all Crowe individuals to be fully vaccinated before coming into a Crowe office.

As a current alternative to onsite Crowe location work, individuals may be allowed to work remotely. Please note that Crowe will evaluate and determine the requirement to be in the office, 100% offsite or at the client site (if applicable for your role) on a case-by-case basis.

We thought it was important for you to be aware that upon your start date, you will be asked to provide your vaccine status. We recommend new hires be fully vaccinated prior to their initial start date to work in a Crowe office location and/or at an assigned client site where required. However, if you will not be fully vaccinated upon your start date, Crowe will evaluate and determine the requirement to be in the office, 100% offsite or at the client site (if applicable for your role) on a case-by-case basis.

As such, the requirement may change based, on government requirements, other applicable law, or shifting position and business demands.

Your role may require business related travel. A valid driver's license and access to a vehicle may be required for out-of-office assignments, training, or meetings. In addition, a valid credit card must be available for business-related expenses if travel is necessary.

As such, the requirement may change based, in part, on recently established federal government requirements, other applicable law, or shifting position and business demands.

Following are the details of terms and conditions of your employment:

1. You will join the Firm as an employee on 16-May-2022.
2. Your total all-inclusive gross annual compensation will be ₹2,800,000.00 (Annual) (Rupees Twenty Eight Lakhs Only), which shall include your basic salary and various allowances, which may be claimed in compliance with and subject to limits under, the applicable tax laws and the Firm's policies and practices. Please refer to Annexure 1 to this letter for the break-up of your compensation. All payments by the Firm shall be subject to statutory deductions and contributions. The Firm may change the remuneration structure from time to time.

3. Crowe's bonus and recognition program, Recognition@Crowe, rewards individuals for going above-and-beyond or consistently making meaningful contributions in their roles. Each business unit has the flexibility to administer this discretionary program based on their business needs, goals and business cycles and, therefore, monetary rewards can be provided up to four times per year.
4. You will be provided medical benefits in accordance with the Firm's current medical policies.
5. You are entitled to leave and holidays as per the Firm's Employee Handbook.
6. Your employment will be subject to 6 months initial probationary period, which shall commence from the date of your joining the Firm. Upon completion of probationary period and subject to your performance being satisfactory, your employment shall be automatically confirmed unless you receive a written communication from the Firm. The Firm may choose to extend such probationary period to the extent it deems fit. Confirmation of services is contingent upon your performance and also you successfully meeting the requirements set by the Firm from time to time.
7. You shall work as per the stipulated days and hours per week although the Firm may require you to work additional hours as are necessary to properly and effectively perform your duties and responsibilities.
8. You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Firm, while in the employment of the Firm, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Firm.
9. You may be assigned to other locations of the Firm in India/abroad. On such assignment, you will be governed by the rules and regulations operating in the location/establishment to which you are assigned.
10. You shall not engage in activities that could result in a conflict of interest with the Firm without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be disclosed to the Firm.
11. Your employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Firm, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom.
12. This offer is made to you subject to the following conditions:
 - a. All information that you come across in the course of discharging your duties with the Firm which you would not have had access to but for your employment with us is strictly confidential. You shall not, at any time, disclose, publish or disseminate such confidential information to any person. Any unauthorized disclosure of such information by you at any time shall render your services liable to be terminated without notice and the Firm shall be entitled to proceed against you for appropriate compensation / punitive action depending on the nature of such disclosure.
 - b. As you are aware, you will have access to information, data, records of the Firm and the Firm shall be giving you necessary training to you to enhance your skills. Therefore and also in consideration of the overall compensation paid to you, if you wish to terminate the contract within a period of two months of such training you will compensate the organization for the training cost incurred. This clause shall not be applicable where the Firm chooses to terminate your services without any breach from your end of the obligations cast on you as per the terms of employment.
 - c. You shall not, during your course of employment with us and for two years thereafter, solicit or attempt to solicit the service of any employee of the Firm nor shall you attempt to divert the efforts of any employee of the Firm, by any means whatsoever, for your benefit or for the benefit of any person, Firm, corporation, partnership or any other entity or organization directly or In the event of you doing so, the Firm shall be entitled to proceed against you for suitable compensation / punitive actions besides pursuing all available legal recourse to prevent such soliciting or attempt.
 - d. You acknowledge and confirm that the conditions stated above are required on account of the facts and circumstances relevant to the business of the Firm and hence reasonable.
 - e. You shall remain legally permitted to reside and be employed in India during the course of your employment with the Firm.
 - f. You are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality

agreement or similar agreement with any other person, organization or body corporate.

13. As a condition of your employment with the Firm, on or prior to joining, you shall be required to execute with the Firm, an Asset Protection Agreement, as per a draft provided by the Firm. You will be required to abide by the terms and conditions of such agreement.

14. You will stand automatically retired on reaching the age of 58 years.

15. Your employment can be ceased by either party giving to the other, a notice of 60 days in writing. The Firm may in its sole discretion decide to pay you in lieu of notice. The Firm may terminate your employment with immediate effect on account of misconduct.

16. Your appointment is subject to your being found medically fit at all times by the Firm's medical officer or any other officer approved by the Firm.

17. During the term of your employment with the Firm and at all times thereafter, you will not make (including through social networking websites) any false, defamatory or disparaging statements about the Firm, or the employees, officers or directors of the Firm that are reasonably likely to cause damage to any such entity or person.

18. You will abide by the rules, regulations and policies of the Firm as may be applicable to you from time to time, including but not limited to the Firm's Employee Handbook. As an employee of the Firm, you will be expected to abide by the Firm's rules, regulations and policies and acknowledge you have read such policies in writing within 7 days of joining the Firm.

19. You may be entitled to receiving compensation under the Employees' Compensation Act, 1923 (if applicable) in case any personal injury is caused to you by way of an accident arising out of and in the course of your employment with the Firm, unless the payment obligation is covered by the insurance policies taken by the Firm on your behalf.


20. The Firm provides for maternity benefits to eligible employees in accordance with the Maternity Benefit Act, 1961 (if applicable). Please refer to the Firm policies for further information in this regard.

21. Your employment with the Firm shall be governed and construed in accordance with the laws of India. You and the Firm irrevocably submit to the exclusive jurisdiction of any competent courts situated at Noida and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without the Firm's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of the Firm.

Once again, we look forward to your joining us and we wish you all the best for a rewarding and successful career with us.

Yours sincerely,



Josh Cole
Consulting Practice Managing Executive

On behalf of Crowe Horwath IT Services LLP

Your remuneration structure is as follows (in Rs.):

1. Basic Salary

Monthly: 116,667

Annual: ₹ 1,400,000

2. House Rent Allowance

Monthly: 58,333

Annual: ₹ 700,000

3. Special Allowance**

Monthly: 56,533

Annual: ₹ 678,400

4. Employer's contribution to PF (if applicable)*

Monthly: 1,800

Annual: ₹21,600.00

Cost to Company (Total):

Monthly: 233,334

Annual: ₹2,800,000

* As per the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

** Special allowance consists of flexible components like a) Telephone Reimbursement up to Rs. 2,000 per month, b) Books & Periodical Reimbursements up to Rs. 2,000 per month c) Meal Pass up to 2,200 per month and d) Leave Travel Allowance. You can restructure the same at the time of joining.

Congratulations! You've made an important career decision to join Crowe Horwath IT Services LLP. We are pleased to welcome you to our team. As a member of the Firm, we believe you will realize a true balance between professional success and personal fulfillment. Additional information and details will be provided to you closer to that date in preparation for your future with the Firm. Your signature and return of this document confirms your acceptance of the terms of your offer letter.

jagadeesh jagani

Signature

Jagadeesh Jagani

Name

11-May-2022

Date