

Strictly Private & Confidential

To
Mr. Tarun Gupta
Assistant General Manager,
Genus Innovation Limited,
SPL-2B, RIICO Industrial Area,
Sitapura,
Jaipur, Rajasthan,
India
Date: 27th May 2022

Regarding: Draft Letter of Engagement for CMMI V2.0 based Appraisal Services for Development View ML3

Dear Mr. Tarun,

1. I am writing to confirm the terms of the engagement by Genus Innovations Limited based in Jaipur ("Genus" or "you" or "Company") and KPMG Assurance and Consulting Services LLP ("KPMG" or "we") to deliver CMMI V2.0 Appraisal Services for Development Maturity Level 3.
2. This letter ('Engagement-Letter / 'EL') overrides all prior communications exchanged between us on this account. All changes to this EL shall have to be mutually agreed in writing between us. Also, any work that has already been performed by us in connection with this engagement before the date of this letter will also be governed by the terms and conditions of this EL.

3. Background

Genus R&D has been acknowledged by The Ministry of Science and Technology, Government of India for multiple innovative products and its objective in reducing fossil fuel dependency by providing a cleaner alternative to meet power requirements.

To continue to pursue its journey towards operational excellence the team is looking for CMMI V2.0 for Development view related benchmark appraisal services for maturity level 3 for their Research and Development Division.

4. Services

We have discussed and agreed with you to deliver CMMI V2.0 Appraisal Services for Development Maturity Level 3 (the "Services") which we will provide to you in accordance with the terms of this EL.

The terms and conditions set out as annexure in this letter apply to the work to be undertaken by us for the purpose of this engagement.

4.1. Scope of Work:

Scope of the Engagement will cover Research and Development Division for Jaipur Location covering its Product Development and Maintenance Projects. The actual number of projects will be decided during appraisal planning activity. If there are any changes in the scope, the additional number of days required will be arrived at after mutual agreement and consent between Genus Innovation Limited and KPMG.

If there are any changes in the scope, or requirements communicated by CMMI institute then only after mutual agreement and consent between Genus Innovations Limited and KPMG we revise the additional number of days required, if any.

4.2 Scope Limitations:

The terms and conditions set out as annexure in this letter apply to the work to be undertaken by us for the purpose of this engagement.

4.3 Scope Exclusion:

We do not render legal services and, therefore, none of the services rendered under this EL or any part thereof shall be deemed to be legal services. In respect of all legal issues, you may consult your legal advisors and act in accordance with their advice.

We will not, pursuant to this letter, perform any management functions for you nor make any decisions relating to the services provided by us in terms of this letter. You are responsible for making management decisions, including accepting responsibility for the results of our services. Additionally, management is responsible for designating a management-level individual or individuals responsible for overseeing the services provided, evaluating the adequacy of the services provided, evaluating any findings or recommendations, and monitoring ongoing activities.

5. Client Responsibilities:

Management of Genus Innovations Limited acknowledges and accepts its responsibility for providing us with:

- 5.1. Reasonable assistance to help KPMG Assurance and Consulting Services LLP achieve successful completion of the engagement within the agreed upon time frame, particularly when providing requested information and feedback on report and issues raised during the assignment. This includes:
 - 5.1.1. Facilitating access to systems and documentation;
 - 5.1.2. Fulfilling advance data requests from KPMG;
 - 5.1.3. Arranging the confirmation
 - 5.1.4. Timely feedback on deliverables at key decision points ;
 - 5.1.5. Participation in all meetings relevant to this engagement; and,
 - 5.1.6. Active participation to facilitate the timely resolution of project-related issues.

6. Deliverables

We will provide you with the following deliverable(s) which will be subject to our 'General Terms of Business' attached herewith: -

6.1 Applicable Deliverables:

Sr. No.	Activity	Efforts (In days)	Deliverable
1.	Implementation Reviews (Organization's implementation of their processes is reviewed for representative projects of the organization unit. The review is performed in such a manner to cover all the aspects of the CMMI V2.0 for Development ML3 requirement. Supporting functions in an organization like SEPG, Quality Assurance group, Training, IT/Configuration Management group are also reviewed.)	4	Implementation Review Report
2.	Checkpoint Review/Readiness Review (Organization's implementation of their processes is reviewed for selected projects that are representative of the organization unit. The review is performed in such a manner to cover all the aspects of the CMMI V2.0 for Development ML3 requirement. Supporting functions in an organization like SEPG, Quality Assurance group, Training, IT/ Configuration Management group are also reviewed.)	2	Readiness Review Report
3.	Benchmark appraisal for CMMI V2.0 for ML3 Development View (Briefing and obtaining initial objective evidence from document. Interview with PM/PL (Two/ Three Interview per day). Standard Interviews with Functional Area Representative (FAR groups). Consolidation and follow up interviews and preparation of preliminary findings. Presentation of preliminary findings to all interviewed participants Preparation and presentation of Final findings Assessment wraps up and Reporting.)	10	Final Findings Report
	Total Days	16	

6.2 Prior to the issue of final deliverable(s), we will provide you with the draft-deliverable(s) to allow for discussions and agreement.

7. Our Engagement Team

7.1. The service delivery for engagement is planned to be managed by: -

- Venkataramani Sankaran, Engagement Partner, CMMI Institute Certified Trainer
- Mangesh Katalkar, Engagement Director and CMMI Institute Certified Lead Appraiser
- Manish Dhonde, Engagement Manager, Trained Consultant
- Rajesh Garje, Trained Consultant
- Nishank Mishra, Trained Consultant

Engagement Team is duly qualified to execute the Engagement.

We may involve other team-members as may be required for this engagement. These team members may belong to our associated entities. However, we will remain responsible for all the work performed by them.

7.2. You are requested to constitute a Project-team of your staff-members. This Project-team will be our point-of-contact for all our communications for executing this engagement.

8. Our Charges

8.1. Our professional-fee for the services at Paragraph-4 above will be INR Eight Lakhs Twenty-Seven Thousand Five Eighty only.

This professional-fee will be payable by you to us as per the following schedule: -

Sr. No.	Activity	Engagement Fee in INR
1.	On completion of Sign-off	200,000
5.	On completion of Implementation Reviews (Fees will be charged on monthly prorate basis)	227,000
7.	On completion of Checkpoint/Readiness Review	200,000
8.	On Start of Benchmark Appraisal	200,580
	Total Engagement Fees:	827,580/-

8.2. Commercial Terms and Conditions:

The overall professional fees is INR 8,27,580/-. The above fee does not include applicable taxes.

The fee is exclusive of CMMI Institute Royalty Fee:

- a) Royalty for the benchmark appraisal is USD 1000 plus taxes. (In case GIL would like to opt for virtual delivery mode for conducting benchmark appraisal, additional fee is USD 500)

8.3. The engagement activities will be performed through virtual mode of delivery. In case of travel, if any additional expenses such flight expenses domestic / local conveyance, subsistence for the appraiser and trainer.

8.4. Following expenses and charges will also be payable by you:-

a) Out-of-Pocket Expenses (OPE) for travel, conveyance, boarding and lodging etc. on the basis of actual as incurred by us. These will be governed by KPMG policy as applicable to our respective staff-members.

b) Administrative-expenses viz. printing / telephone / courier / stationery / photocopy etc. @ three (3) percent of the total professional-fee.

c) All charges viz. the taxes, duty, cess and all other levies as instituted by the statute that become applicable to any of the services provided under this engagement. Our fees are exclusive of applicable taxes that will be payable at actuals.

d) Invoices will be presented on billing milestones mentioned above. All invoices would have details of the professional fee. All pending invoices payment must be cleared before submission of appraisal data to CMMI institute. All invoices are payable 30 days after receipt of invoice.

8.5. If unforeseen circumstances arise that warrant additional expenses that cause us to be unable to deliver our services within the fees stated above, then we will notify you of such circumstances.

8.6. This EL is valid up to final deliverable is issued. This is a provisional timeline which may be revised by us on the basis of the progress made on the engagement.

9. Our terms and conditions governing this relationship

9.1. We accept this engagement on the basis that our 'General Terms of Business', as set out in Appendix-I will apply to this work and govern our relationship with you. This letter is the "Engagement Letter" mentioned in our General Terms of Business.

9.2. SEBI (Prohibition of Insider Trading) Regulations 2015 ('SEBI Regulations') are applicable to us and we are required to deal with any Unpublished Price Sensitive Information ('UPSI') in accordance with the SEBI Regulations. For this purpose, we request you to provide us necessary details as mentioned in clause 7 of the General Terms of Business, to the extent applicable.

9.3. Manner of communication (public domain emails; WhatsApp etc : Where we are requested to communicate with you and/or with your representatives, including their delegates (collectively referred to as 'Your Representatives') using your/ their respective public domain email accounts, telephone numbers and other electronic methods, including through third party cloud or messaging applications such as WhatsApp or Telegram, etc., (collectively referred to as 'Personal Accounts'), as provided to us by you and/or your Representatives, the following shall apply:

- The list of Your Representatives shall be communicated to us in writing and we shall be authorized to communicate with such Representatives subject to the same terms as provided in this Agreement, and shall be deemed to be in compliance with the confidentiality

/contractual obligations under this Agreement

- you accept the inherent risks associated with usage of such Personal Accounts, as our enterprise level security and monitoring processes may not be able to prevent any security risks, including, without limitation, data leakage, copying, forwarding, interception or unauthorized access to such communication, the risks of corruption/viruses.
- You accept and confirm that the Firm shall not be responsible for any claims / losses/ damages, etc., as a result of communicating through such Personal Accounts.

9.4. **Exit clause:** The Client agrees that KPMG shall, at all times, have the right to terminate the engagement with immediate effect without incurring any liability, if in the Firm's view, the Firm is unable to perform or continue to perform Services for any reason, including but not limited to, the Client not providing the data or documents required by KPMG on a timely basis or in case of more than one client under this Agreement, any disagreement between the clients on the data to be furnished to KPMG or any other dispute between them. In the event of such termination, KPMG shall be entitled to the fees for the services provided up to the date of termination at standard charge out rates, plus outlays and taxes as applicable.

9.5. Use of Client systems by us in performance of Services: Where it is envisaged that the Services or part of the Services are to be performed at your premises or by using your systems, you shall, without any cost to us:

- provide our staff with all appropriate office facilities (including the use of phones and computer networks and other required infrastructure)
- allow our staff access to your relevant systems and areas of your premises at which the Services are to be performed, which access shall be subject to your supervision.
- provide requisite training as needed to our staff to operate the systems on which our staff are required to work on.

It is hereby clarified that KPMG shall not be liable for any default or delays under this Agreement that arise due to your failure to provide the systems, premises and infrastructure as aforesaid in a timely manner.

9.6 Special Circumstances

- A. During the Engagement term, each party shall keep the other party reasonably informed of any events which relate to COVID 19 or any other such situation that:
 - I. is not existing or reasonably foreseeable at the date of the Engagement Letter; and
 - II. which will materially and adversely affect the notifying party's ability to perform its obligations under the Engagement Letter.
- B. Each party will implement mitigation measures to enable the services to be performed so far as reasonably practicable in the circumstances, including without limitation:
 - III. reducing travel (particularly international travel) and in-person meetings to the minimum necessary level;

- IV. at the party's premises, implementing such infection control procedures as are recommended or required by official bodies in the applicable location;
 - V. implementing internal corporate policies which permit and encourage individual remote working, and technical systems to enable individual remote working;
 - VI. implementing telepresence, audio conference, videoconference, and other systems for collaborative working; and
 - VII. complying with the regulations, notifications, advisories etc. issued by the relevant authorities ("Notifications").
- C. If, as a result of the global COVID19 virus situation, performance by a party of its obligations under the Engagement Letter are rendered impossible or impracticable, the time for performance of such obligations shall be extended by such period as is reasonable in the circumstances without any liability on the nonperforming party, PROVIDED THAT the party in question is complying, and continues to comply, with its obligations pursuant to paragraph B above."

9.7 Closure-letter issued by us should be accepted by you within 15-days of being presented.

10. Confirmation

10.1. We shall be grateful if you will kindly acknowledge your agreement with the terms and conditions of this EL by signing one copy of this letter and affixing your company seal in the space provided below and returning it to us.

10.2. If this EL were not to be in accordance with your understanding of our agreement, then we shall be pleased to receive your observations and provide you with information as you may require.

Kind regards.

Yours sincerely,

Sankaran Venkataramani
Associate Partner

For KPMG Assurance and Consulting Services LLP

We have read this letter including the Annexure fully and confirm our agreement with its terms.

Signature

Name

Mr. Tarun Gupta

Designation

Assistant General Manager,

Company

Genus Innovations Limited

*Duly authorized for and on behalf of **Genus Innovations Limited***