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Strictly Private & Confidential

To
Mr. Tarun Gupta
Chief General Manager,
Genus Innovation Limited,
SPL-2B, RIICO Industrial Area,
Sitapura,
Jaipur, Rajasthan,
India
Date: 04th July 2022

Regarding: 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.

V. Saini
[Handwritten signature]



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 (FARgroups). 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	<i>✓ Sent</i>

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/-

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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.

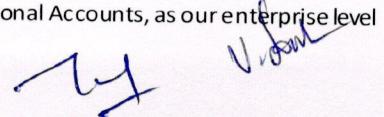
9. Our terms and conditions governing this relationship

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


N. Janakiraman



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
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**

General Terms of Business

1. Definitions

"Additional Terms" means any other terms applicable to the Services included with or referenced in the Engagement Letter and these General Terms.

"Agreement" (or **"Services Contract"**) means the contract formed by the Engagement Letter, these General Terms, and any Additional Terms.

"Affiliate(s)" means any legal entity that, directly or indirectly, controls, is controlled by, or is under common control with you.

"Charges" means the fees, expenses and applicable taxes payable for the Services as mentioned in the Engagement Letter.

"Confidential Information" means any information that has been or will be made available, directly or indirectly, by one Party to the other Party in connection with the Services, that is marked or communicated as confidential or whose nature is such that a recipient would reasonably consider it confidential, including, without limitation, business plans, proposals, product development details, methodologies, software code and specifications, and financial information. Confidential Information excludes Excluded Information.

"Deliverable" means any advice, report or other product of the Services provided to you in any form pursuant to the Engagement Letter.

"Engagement Letter" means the letter sent to you referencing these General Terms of Business.

"Engagement Team" means KPMG Persons who are individuals delivering the Services.

"Excluded Information" means information that: (i) is or becomes generally available in the public domain through no fault of either the receiving Party or those to whom the receiving Party has disclosed the Confidential Information; or (ii) was previously known to the receiving Party free of any obligation of confidence; or (iii) becomes available to the receiving Party free of any obligation of confidence from a third party who to the reasonable belief of the receiving Party is entitled to make such disclosure; or (iv) was developed by the receiving Party independently of the disclosing Party's Confidential Information.

"General Terms" means these terms and conditions.

"IPRs" means all intellectual property rights including all rights in and to inventions, utility models, patents, copyright and related rights, trade marks, logos, trade and business names, rights in designs, rights in computer software, database rights, moral rights, rights in Confidential Information (including know-how and trade secrets), in every case whether registered or unregistered and all similar or equivalent rights or forms of protection (whether now or in the future) in any part of the world and references to "IPR" means any of them.

"KPMG" or **"we"** (and derivatives) means KPMG contracting party as identified by the Engagement Letter.

"KPMG Persons" means KPMG, and each and all of our partners, directors, members, employees and agents together with KPMG International Limited and other KPMG International entities and other member firms of KPMG global organization of independent firms affiliated with KPMG International Limited a private English company limited by guarantee (each a **"Member Firm"**) and any entity associated with us or a Member Firm, and each and all of its personnel including partners, directors, employees and agents, and **"KPMG Person"** means any one of them.

"Other Beneficiaries" means any Person identified in the Engagement Letter as a beneficiary of the Services or of any Deliverable other than you.

"Other KPMG Person(s)" means KPMG Persons who are not members of the Engagement Team.

"Party" means either of KPMG and you and **"Parties"** shall mean both KPMG and you.

"Person" means individuals, corporate and unincorporated bodies.

"Services" means the services to be delivered by us under the Engagement Letter.

"Unpublished Price Sensitive Information" means any information, relating to a company or its securities, directly or indirectly, that is not generally available, which upon becoming generally available is likely to materially affect the price of the securities and shall, ordinarily include, but not be restricted to, information relating to the following:

- (i) financial results;
- (ii) dividends;
- (iii) change in capital structure;

- (iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
- (v) changes in key managerial personnel.

"you" (and derivatives) means the addressee(s) of the Engagement Letter and, if the context requires, Other Beneficiaries.

2. The Agreement

2.1 This Agreement sets out the entire agreement between the Parties in connection with the Services and supersedes all previous agreements, promises, representations and understandings between the Parties, whether written or oral, to the extent only that they relate to its subject matter. Where any purchase order/work order ('PO') is issued in connection with the Services, it is hereby mutually agreed between the Parties that no pre-printed terms contained or referred in the PO will be applicable and the Services shall be solely governed by the terms and conditions under the Agreement.

2.2 In entering into this Agreement, neither Party has relied on any statement, representation, assurance or warranty (made innocently or negligently) unless it is set out in this Agreement.

2.3 If there is any inconsistency between the Engagement Letter and any other part of this Agreement, the Engagement Letter prevails to the extent necessary to resolve the inconsistency. If there is any inconsistency between these General Terms and any Additional Terms, the Additional Terms prevail to the extent necessary to resolve the inconsistency.

2.4 Any changes to this Agreement must reference this Agreement, be in writing and signed by all Parties.

2.5 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, unenforceable or illegal in whole or in part for any reason such decision shall not affect the validity, enforceability or legality of the remaining provisions hereof and the Agreement will be construed as if such invalid, illegal or unenforceable provision was not a part of the Agreement.

3. Our responsibilities

3.1 The Services shall be delivered with the reasonable skill and care expected from a skilled and experienced Person engaged in providing services similar to the Services, in a similar context, and in compliance with applicable laws. We do not render legal services and, therefore, none of the Services

rendered under the Engagement Letter or any part thereof shall be deemed to be legal services.

3.2 The Services will be provided by an Engagement Team, including any individuals named in the Engagement Letter. We try to minimise team changes, but, where necessary, we may change team members for others of equivalent skills and we shall try to give you reasonable notice of any changes.

3.3 When we work at your premises, we shall comply with applicable site policies communicated to us and agreed in writing and such policies shall be considered as a part of this Agreement.

4. Your responsibilities

4.1 You shall provide (and procure that your personnel and representatives provide), in a timely manner, such cooperation, information, documents and access to personnel, premises, systems and facilities, as we reasonably need or request and you shall obtain all necessary licences and permissions. You shall provide a safe and appropriate working environment and perform any actions that are to be performed by you under this Agreement.

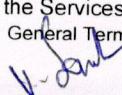
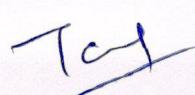
4.2 You shall inform us of any changed circumstances or information that may have an impact on the Services and shall ensure that the personnel with whom we deal have the required skills, knowledge and information.

4.3 You are responsible and accountable for managing your affairs, deciding on what to do after receiving any Deliverable and implementing any advice or recommendations.

4.4 You are responsible for making any notifications, registrations and disclosures required of you under any law, rule or regulation.

4.5 We may communicate with you by electronic mail on the basis that in consenting to this method of communication you understand and accept the inherent risks with respect to such mode of communication and you shall perform virus checks as applicable. We may, to the extent permitted by law, intercept such communications in order to monitor them for internal compliance or other statutory purposes. You shall be responsible for security and confidentiality of any electronic storage facility, where you request us to send documents pursuant to this Agreement.

4.6 You shall not, directly or indirectly, solicit the employment of any of our partners, members, directors or employees, as the case may be, involved in performing the Services while the



Services are being performed or for a period of 3 months following their completion or following termination of the Agreement, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, members, directors or employees, as the case may be, who may respond to any such campaign.

5. Ownership

5.1 We own all IPRs in any Deliverable, except to the extent that the Deliverable incorporate your or third party pre-existing IPR which you or they shall continue to own. We shall retain ownership of our working papers.

5.2 You own any Deliverable in its tangible form on payment in full of our Charges and shall use the Deliverable subject to the terms of this Agreement.

6. Our advice and use of information

6.1 We may provide advice orally, in draft or interim form, but our latest written advice or final written report supersedes anything provided earlier.

6.2 You should not rely on any draft or interim advice. If we give you oral advice, and you wish to rely on it, you shall inform us and we will provide it in writing. You should only rely on our written advice.

6.3 We may rely on any instructions, requests or information supplied by any Person whom we reasonably believe to be authorised by you for such purpose.

6.4 If we receive information from you or from other sources in connection with the Services, we will rely upon it without independent verification.

6.5 Unless a part of the Services, we will not update the Services or the Deliverable after we have delivered the final Deliverable.

6.6 We cannot predict future events or circumstances, and you should not interpret our advice, forecasts or recommendations as a prediction or guarantee of any outcome.

6.7 Unless otherwise agreed, our Services and Deliverable are provided for your internal use only and on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent. The Deliverable shall not be disclosed to any other Person without our prior written consent except as permitted under the Agreement or except as
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required by law or by a competent regulatory authority (in which case you shall, if permitted by law or regulation, promptly inform us in writing). You may disclose the Deliverable to your Affiliate(s) who shall then be considered as Other Beneficiaries.

6.8 You may disclose the Deliverable to your legal and other professional advisers if seeking advice in relation to the Services, provided that you inform them that: (i) the Deliverable shall be kept confidential; and (ii) to the fullest extent permitted by law, we accept no liability to them in connection with the Services or the Deliverable.

6.9 **Consent to record meetings:** Any use of virtual meeting platforms such as Zoom, Google Meet, WebEx, MS Team or any other similar platform for the performance of scope of work/Services under the Engagement Letter shall be subject to the following conditions:

- a) Where the Client or any Person on behalf of the Client (together referred to as "Client" for the purpose of this clause) wishes to record the proceedings in whole or in part during any audio and/or video meetings, (together 'Meetings'), it shall be required to provide an explicit written notice to all the attendee(s) of the call who would be representing us or participating on our behalf, prior to the Meeting. It is hereby agreed between the Parties that the recording of the Meeting shall not be permitted unless such consent has been granted in writing prior to the Meeting and mere participation in the Meeting shall not be considered as a consent.
- b) Without prejudice to our rights under law and/or contract or otherwise, we shall be entitled to withdraw from the Meeting which is being recorded without our explicit consent.
- c) Any such consent, if granted, shall be valid only for that particular Meeting and for the agenda / purpose for which the Meeting is conducted.
- d) No reliance shall be placed by the Client on the views expressed or advice provided or recommendations made by us during any such Meetings, whether recorded or not. Consequently, we and KPMG Persons shall not incur any liability to the Client or any other third party arising out of or relating to such recordings.
- e) If the Client wishes to rely on any advice provided by us during such Meetings, Client is required to inform us about such requirement and we shall provide the same in writing. Client should only rely on our written advice at all times.
- f) Any consent granted by us shall be considered as revocable and we shall be entitled to withdraw our consent at any time (i.e. before, during or after the Meeting). In case of such revocation during the meeting, the Client undertakes to stop

the recording immediately and in any case during or after the Meeting, delete all copies of such recording permanently from its system (including archival systems).

g) Client acknowledges that such recordings, shall be used solely for internal purposes of the Client and cannot be used or relied upon in any other manner whatsoever or disclosed to any other party, and shall ensure the confidentiality of the same in accordance with this clause.

h) Client agrees that such recording shall be without prejudice and that it shall not be entitled to alter, use or rely upon the recording in any manner whatsoever including without limitation in case of any dispute/differences between us and the Client. In no case shall such recording be used against us or our any KPMG Persons in any litigation or regulatory enquiries in any manner whatsoever.

i) Once the recording is done, the Client is obligated to immediately furnish to us an unaltered copy of such recordings, for our records. Client shall permanently delete any recording when such recording is no longer required.

j) Any content presented by us in the Meetings should not be copied in any manner through screen shots or otherwise, without our prior and explicit written consent.

k) Any consent obtained, in a manner other than provided in this clause, will be treated as null and void.

7. Confidentiality

7.1 The Parties shall keep each other's Confidential Information confidential and use it only to perform or receive the Services or for exercising their rights or performing their obligations under this Agreement. We shall not disclose your Confidential Information beyond KPMG Persons or subcontractors who are involved in delivery of Services unless permitted by you or by this clause. Each Party will protect the Confidential Information it receives as it would protect its Confidential Information, and exercise at least a reasonable standard of care.

7.2 The Parties may disclose Confidential Information if required by applicable law or regulation but only to the extent required by such law or regulation. The Parties may disclose Confidential Information to their insurers in relation to any dispute relating to this Agreement, in which event such disclosure shall be done privately and in confidence only.

7.3 Subject to our confidentiality obligations herein, we will retain your Confidential Information in accordance with our document retention policy. We shall be entitled to use your Confidential Information and to provide such information to

- (i) KPMG Persons and/or their external legal advisers
- (ii) other parties who facilitate the administration of our business or support our infrastructure

in both cases in order to

- (a) perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements),
- (b) perform internal risk assessments and
- (c) support the maintenance of quality and professional standards in the conduct and delivery of services (e.g., quality reviews of the services delivered, to identify and mitigate any KPMG quality, conduct or related risk management issues, facilitate requests by regulators, or the establishment and maintenance of knowledge databases).

We are still responsible for ensuring confidentiality if Confidential Information is shared with or accessed by such parties.

7.4 We may use information we obtain in performing the Services, anonymised and/or aggregated, so that no Personal Data or commercially sensitive information is disclosed, for development of expertise and know-how, benchmarking, analytics, quality assurance and other purposes related to our business.

7.5 Except as required by law or as set forth in this paragraph, neither Party shall acquire any right hereunder to use the name or logo of the other Party or any part thereof, without the express written consent of the other Party. You agree that we may refer to you in our internal and external communication, indicating the general services rendered. Further, for purposes of the Services, you hereby grant to us a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use your logo solely for presentations or reports to you or for internal presentations and intranet sites.

7.6 Where you are a listed entity in India or shall disclose to us any information related to a listed entity in India, the provisions of this clause shall apply. You shall comply with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015, including amendments thereto, ("Regulations") and the restrictions imposed thereby. You agree to use all our oral and written reports and all other communications and advice, strictly in accordance with the Regulations. You shall inform us in writing, in advance in case the information supplied to us will include Unpublished Price Sensitive Information ("UPSI") pertaining to you or any other listed company / companies along with the name of such company / companies to enable us to comply with our obligations under the Regulations. You

General Terms v5.3

acknowledge and agree that we shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to us. All information supplied to us (in whatever form) which is not in the public domain will be treated as Confidential Information. We recommend that you obtain legal advice to ensure that the information supplied to us is not in contravention of any applicable laws and regulations.

8. Our Charges

8.1 We shall invoice you as per the Engagement Letter for the Charges which shall be payable on presentation of our invoice (or at such other time as may be specified in the Engagement Letter) without set-off.

8.2 Upon termination of the Agreement, we shall be entitled to payment of our Charges for Services performed up to the date of termination. In this event, our Charges will be calculated at our agreed hourly rates (or if none are agreed then our relevant standard rates) at the time the Services were performed.

8.3 Where there is more than one addressee of the Engagement Letter, unless the Engagement Letter provides otherwise, each of you shall be jointly and severally liable to pay our Charges.

8.4 If we are required by law, or a regulatory or parliamentary body in any proceedings, forum, or investigation (in which we are not a party or participant but you are) to provide information or produce documents relating to the Services, you shall pay our fees incurred in satisfying such requirements based on our standard rates at that time and any costs, expenses and applicable taxes.

9. Managing conflicts of interest

9.1 KPMG Persons may be delivering services to, or approached to deliver services to, or act for another party or parties during and after this engagement with interests that conflict with or are adverse to yours (a "Conflicting Party" or "Conflicting Parties").

9.2 KPMG Persons are free to deliver services to Conflicting Parties, but where the interests of any Conflicting Party directly conflict with yours in relation to the subject matter of the Services then the Engagement Team shall not deliver services to the Conflicting Party and Other KPMG Persons may only deliver services to the Conflicting Party where appropriate Barriers are in place. Where this process is followed and such Barriers are in place, you agree that this will be sufficient to manage such conflict.

9.3 "Barriers" means reasonable safeguards to facilitate the protection of our clients' interests, through information handling procedures and deployment of professionals.

10. Third parties and their rights

10.1 KPMG Persons (other than the KPMG contracting Party) may exercise rights given to them in this Agreement.

10.2 The Parties may end or vary this Agreement without anyone else's consent, including any Other Beneficiaries.

10.3 You agree to and accept the provisions of the Agreement on your own behalf and as agent for Other Beneficiaries. Other Beneficiaries (if any) acquire rights and become subject to obligations under this Agreement as if they had each signed a copy of the Engagement Letter and agreed to be bound by it.

10.4 Except as provided herein, the Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Agreement which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly.

11. Circumstances beyond your or our control

11.1 No Party shall be in breach of its obligations under this Agreement or incur liability to the other Party if that Party is unable to comply with this Agreement due to any cause beyond their reasonable control.

11.2 If such an event occurs, the affected Party shall, as soon as reasonably practical, notify the other Party, who may suspend or terminate this Agreement by giving seven days' notice, taking effect if the affected Party has not recommenced the performance of its obligations in that period.

12. Waiver, assignment and sub-contractors

12.1 Failure by a Party to exercise or enforce any rights under this Agreement is not a waiver of such rights.

12.2 No Party may assign the benefit of this Agreement.

12.3 We may appoint sub-contractors to assist in delivering the Services, but we remain responsible for performing the Services and we shall procure that they treat your Confidential Information under confidentiality obligations equivalent to those in this Agreement. Where any sub-contractor is not a KPMG Person we will notify you first.

13. Limitations on our liability

13.1 Our liability and that of any KPMG Person, in aggregate, to you and to Other Beneficiaries for direct losses or damages under this Agreement and for all claims connected to it, in contract, tort (including negligence), statutory liability or otherwise, shall be limited to the fees paid to us for the Services in last twelve (12) months preceding the claim. Nothing in this Agreement limits our liability for direct losses or damages arising from our fraud or deliberate breach of duty or any other liability which cannot be limited by law.

13.2 In no event shall we (including KPMG Persons) be liable for loss of profits, goodwill, anticipated savings or wasted time and for indirect, special, incidental, exemplary, punitive or consequential loss, claims, costs, expenses or damages.

13.3 Where there is more than one beneficiary of the Services (a "**Beneficiary**") the limitation on our liability in clause 13.1 shall be apportioned by the Beneficiaries amongst them. No Beneficiary shall dispute or challenge the validity or operation of clause 13.1 on the grounds that no apportionment has been agreed or that the share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" includes you and Other Beneficiaries.

13.4 Neither you nor any Other Beneficiaries shall bring any claim against any KPMG Person except KPMG in respect of loss or damage suffered by you arising out of or in connection with this Agreement or the Services. This clause is enforceable by any KPMG Person.

13.5 Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Agreement must be made within three years from the date of cause of action arising. It is agreed between the Parties that the cause of action shall be deemed to arise on the date on which the activity giving rise to the claim was performed. For the purposes of this clause, a claim shall be made when court or other dispute resolution proceedings are commenced.

14. Third Party Claims

14.1 You shall indemnify and hold us harmless from time to time and at all times hereafter, from and against all losses, damages, costs, charges and expenses, harm or injury suffered or incurred by us or any of us arising out of any third party notices, claims, demands, action, suits or proceedings given, made or initiated against us on account of or in relation to (a) the performance, by us or any of us, of all or any of our obligations hereunder or (b) any transaction contemplated

under the Engagement Letter (provided that the indemnity under (a) and (b) shall not, however, be applicable to the extent that any such notices, claims, demands, actions, suits or proceedings are found by a competent court in its final judgement to have resulted primarily from our wilful default in performing the Services described in the Engagement Letter) or (c) any default committed by you in the performance of all or any of your obligations hereunder or (d) providing a copy of our Deliverable to a third party as agreed by us under the Engagement Letter or in writing otherwise.

14.2 If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time.

14.3 In this clause "us" shall include KPMG Persons and "you" shall include Other Beneficiaries.

15. Termination and Survival

15.1 Either you or we can terminate this Agreement by giving at least 30 days' prior notice to the other Party at any time.

15.2 We may terminate this Agreement immediately if: (i) there is a change of law, rule, regulation or professional standard, or circumstances arise that we reasonably believe would cause the relationship between the Parties to violate such law, rule, regulation or professional standard or would prejudice any KPMG Person's ability to comply with applicable independence requirements; or (ii) we believe a conflict of interest cannot be managed, but in that case we shall consult you before we do so.

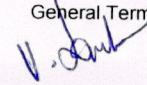
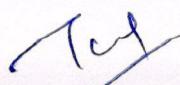
15.3 Termination shall not affect any rights of any Party accrued before termination. Clauses 1, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15.3, 16, 17, 18, 19 and 20 shall survive expiry or termination of this Agreement, together with any other provision which, by implication, is intended to survive.

16. Data Protection

16.1 This clause 16 applies to personal data provided to us by you or on your behalf in connection with the Services ("**Personal Data**").

16.2 You warrant and represent that you have necessary consent, have provided any necessary notice and have complied with provisions/actionable required under applicable data protection laws to disclose Personal Data to us in connection with the Services.

16.3 We will take appropriate technical and organisational steps to protect against unauthorised or unlawful processing of



Personal Data and accidental loss or destruction of, or damage to, Personal Data.

16.4 We shall process the Personal Data as reasonably required (i) to provide the Services; (ii) for our reasonable business purposes including facilitation and support of our business and quality control; and (iii) to meet our legal and regulatory obligations. We may share Personal Data with KPMG Persons, our subcontractors or other parties who facilitate or support our business. We will only make such a disclosure where it is required in connection with such purposes and in compliance with applicable data protection laws.

16.5 With respect to Personal Data received under the Agreement, we shall notify you promptly: (i) upon receiving a request for Personal Data or other request from a data subject, or if we receive any claim, complaint or allegation relating to the processing of the Personal Data; (ii) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in our possession or control.

16.6 You shall inform us if you disclose any Personal Data that is subject to and governed by the General Data Protection Regulation (EU 2016/679) ("EU Personal Data"). Upon notice from you under this sub-clause, the Parties shall enter into a mutually agreed data protection exhibit governing the processing of such EU Personal Data which shall form part of these General Terms.

17. Notices

17.1 Any notice under this Agreement shall be in writing which includes email, except as set out in this clause. Any notice alleging breach or terminating this Agreement must be delivered by registered post (or overseas equivalent) to or left

(and signed for) at our respective addresses in the Engagement Letter (or such other address as may be notified in writing) addressed to the authorised persons of the relevant Party named in the Engagement Letter and copied to the Parties' respective General Counsel.

18. Legal and regulatory compliance

18.1 Notwithstanding any other provision in this Agreement, each Party agrees that the other may make any notifications, registrations and disclosures required by applicable law or regulation and this may include disclosures or registrations relating to money laundering, tax requirements, and criminal or regulatory investigations.

18.2 To the best of its knowledge and information available, each Party represents, warrants and covenants that as on the date of the Engagement Letter, each Party is in compliance with and has not violated applicable laws and regulations relating to anti-corruption and anti-bribery ("Anti-Corruption Laws") and agrees and undertakes that it shall not violate Anti-Corruption Laws, including through any of its employees, officers, affiliates, agents, subcontractors, or any other third party acting on its behalf.

19. Law and jurisdiction

19.1 This Agreement and all disputes arising on any basis from, under or in connection to it shall be governed exclusively by Indian law and subject to the exclusive jurisdiction of the courts in New Delhi, India.

20. Feedback on our performance

20.1 To help us improve our service, we may send you a feedback request. Your feedback will be seen by the Engagement Team leader and the account Lead Partner.