



**Deloitte & Touche LLP**

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<http://www.deloitte.com/>

07/03/2019

Himanshu Malik

Dear Himanshu:

On behalf of Deloitte & Touche LLP and Stuart Rubin, it is my pleasure to formally confirm our offer to you to join Deloitte & Touche LLP as an Advisory Consultant in the Deloitte Risk and Financial Advisory group, based in our Miami office. Your tentative start date will be August 26, 2019 or on a mutually agreed upon alternate date acceptable to Deloitte & Touche LLP. This offer, and the opportunity it represents, is extended with great confidence in your ability. We are excited about the possibility of you joining Deloitte & Touche LLP.

Deloitte is a place where we grow leaders to thrive. We focus on maximizing your strengths so you grow in the areas where you are energized and at your best. Himanshu, we believe in your potential and we hope that you accept the opportunity to join our high-performing organization.

Your salary will be at the annual rate of \$68,000.00, payable in bi-weekly installments, on alternating Fridays, less applicable taxes and deductions. As an incentive to join Deloitte & Touche LLP, you will receive a signing bonus of \$5,000.00(less applicable taxes) as described in the details of this letter.

The attachments include further details about your offer, your potential career development, and your personal rewards. Please read the information carefully and let us know if you have any questions.

We look forward to hearing from you. For planning purposes, we would appreciate your response to this offer by July 11, 2019. Our offer will be valid through this date. Please contact your recruiter if you would like to discuss any aspect of this offer prior to making your decision.

Sincerely yours,

Deloitte & Touche LLP

By:

A handwritten signature in black ink that reads "John Peirson". The signature is written in a cursive, flowing style.

John Peirson  
Chief Executive Officer

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Himanshu Malik  
Page 2 of 22**Offer Summary**

Category	Details
<b>Salary</b>	Your salary will be at the annual rate of \$68,000.00, payable in bi-weekly installments, on alternating Fridays, less applicable taxes and deductions.
<b>Signing Bonus</b>  <b>To Do:</b> <i>Please complete the attached Agreement to Repay Signing Bonus.</i>	As an incentive to join Deloitte & Touche LLP, you will receive a signing bonus of \$5,000.00 (less applicable taxes). You will receive your signing bonus with your first paycheck, subject to and after the successful completion of your background investigation.
<b>Benefits</b>	You will be eligible for benefits provided to Deloitte & Touche LLP employees, subject to Deloitte & Touche LLP policies and any applicable terms and conditions of Deloitte & Touche LLP plans as they may be amended from time to time. For a full description of Deloitte & Touche LLP current employee benefits, go to <a href="https://www2.deloitte.com/us/benefitsandrewards">https://www2.deloitte.com/us/benefitsandrewards</a> .
<b>Start Date</b>	Your tentative start date will be August 26, 2019, or an alternate date acceptable to Deloitte & Touche LLP. You will be provided more information regarding specific start date options once written acceptance of your offer has been received.
<b>Career Development</b>	Deloitte & Touche LLP will endeavor to provide you with opportunities and client assignments to enhance your professional development. Deloitte & Touche LLP offers a number of learning opportunities to keep you at the top of your profession. Your counselor will discuss these opportunities and will help you to develop your career plan.
<b>Travel</b>	You should expect that many of your assignments with Deloitte & Touche LLP will require travel to its clients' places of business, and may require out-of-town overnight stays.
<b>Independence &amp; Compliance</b>	As you know, Deloitte & Touche LLP and certain clients may be subject to requirements from governing bodies such as, but not limited to, Securities and Exchange Commission (SEC), the Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of Deloitte & Touche LLP's professionals and their relatives disclose and/or be independent of certain clients and activities as described in the pages to follow.
<b>Code of Ethics</b>	You will also be expected to abide by professional, ethical, and Deloitte & Touche LLP's requirements, rules, regulations, policies, and practices, including, without limitation, the Code of Ethics and Professional Conduct applicable to Deloitte & Touche LLP.
<b>Background Investigation</b>	This offer and your employment with Deloitte & Touche LLP are conditional upon the successful completion of a background investigation.
<b>Immigration</b>	In order to comply with the Immigration Reform and Control Act of 1986, it will be necessary for you to provide documentation verifying your identity and employment eligibility.

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Himanshu Malik  
Page 3 of 22**Salary**

Your salary will be at the annual rate of \$68,000.00, payable in bi-weekly installments, on alternating Fridays, less applicable taxes and deductions. You will also receive periodic performance and compensation reviews in accordance with Deloitte & Touche LLP's administrative practices. Typically, compensation reviews are conducted in August of each year. It is anticipated that if you remain with Deloitte & Touche LLP, your first formal review will be conducted in August of 2020, with any adjustments to be effective in the first pay period of the following month. Among other factors, Deloitte & Touche LLP's performance, your individual performance, the portion of the fiscal year you worked, market conditions, and your compensation relative to your peers, are all considered in compensation reviews.



Initial Required

**Signing Bonus**

As an incentive to join Deloitte & Touche LLP, you will receive a signing bonus of \$5,000.00 (less applicable taxes). You will receive your signing bonus with your first paycheck, subject to and after the successful completion of your background investigation. Receipt of your signing bonus is also subject to the terms of the enclosed Agreement to Repay Signing Bonus which you need to sign and return to us. Please pay special attention to the section detailing repayment obligation terms.

**Travel**

You should expect that many of your assignments with Deloitte & Touche LLP will require travel to its clients' places of business, and may require out-of-town overnight stays. Due to the nature of Deloitte & Touche LLP's business we cannot predict when an out-of-town assignment may occur, how long it may last, or where the client may be located. While we try to accommodate personal situations, assignments to out-of-town locations are based on the needs of the client. Local assignments that do not require an overnight stay may require that you commute to the client site. Out-of-town and local travel expenses will be reimbursed in accordance with the Deloitte & Touche LLP's Expense Reimbursement Policy.



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**Independence & Compliance**

As you know, Deloitte & Touche LLP performs attestation services for certain clients and is subject to the independence requirements of, among others, the Securities and Exchange Commission (SEC), the Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of Deloitte & Touche LLP's professionals and their relatives be independent of some or all of those attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining Deloitte & Touche LLP, you will be asked to review a listing of the attestation clients and their affiliates and disclose relationships or financial holdings that you or your family may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. You will be required to

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comply with these policies throughout your career with Deloitte & Touche LLP, including, when applicable, maintaining a current list of certain of your financial relationships (but not their value) in the independence tracking system.

["An Introduction to Independence for Candidates"](#) is a tool designed to help you understand some of the independence topics you might face, and what you need to do to comply with independence requirements. You should view the tool online and review a list of common independence topics at <http://www2.deloitte.com/us/en/pages/about-deloitte/articles/ethics-common-independence-topics.html>. Some of these independence requirements include but are not limited to: other employment or contractual arrangements in which you may provide professional services; part-time or weekend jobs; adjunct professor positions; employment in a family business; officer, trustee, or board positions with for-profit or not-for-profit entities; and, any other paid or unpaid position outside of Deloitte & Touche LLP. Any positions you currently have that you plan to continue must be approved, and any new positions you accept prior to starting at Deloitte & Touche LLP, will need to be approved). By signing this letter, you acknowledge that upon joining Deloitte & Touche LLP you should not have any outside employment or activities other than with Deloitte & Touche LLP, unless specifically approved by Deloitte Services LP's Employee Lifecycle Events Compliance group. If you have specific questions, contact National Office Independence at [complianceonboarding@deloitte.com](mailto:complianceonboarding@deloitte.com) or +1 888 269 1068 to discuss your situation with an independence consultant.

Deloitte & Touche LLP is subject to various rules and regulations of agencies such as the Securities and Exchange Commission (SEC), the Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA), that may impact you and/or your family members. Clients of the Deloitte US Firms may also be subject to the rules of their own regulators such as the SEC, New York Stock Exchange, and the Financial Industry Regulatory Authority (FINRA), which may have additional impact on you and/or your family members. In the following pages you will find more details about your obligations and responsibilities for those relationships.

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### **Code of Ethics**

You will also be expected to abide by professional, ethical, and Deloitte & Touche LLP's requirements, rules, regulations, policies, and practices, including, without limitation, the Code of Ethics and Professional Conduct applicable to Deloitte & Touche LLP. Before accepting this offer of employment, you must fully disclose all contractual and other restrictions or obligations to other parties, including any non-compete or non-solicitation agreements with prior employers, that may or will impose limitations on your professional activities with Deloitte & Touche LLP. You are expected to abide by all such restrictions or obligations and to avoid involvement, while employed by Deloitte & Touche LLP, in any matter that could pose a conflict of interest as a result of confidential, proprietary or trade secret information obtained by you prior to your employment with Deloitte & Touche LLP. You must tell us if any of these restrictions or obligations are inconsistent with your acceptance of this offer of employment or your becoming, and serving as, an employee of Deloitte & Touche LLP.

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### **Background Investigation**

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This offer and your employment with Deloitte & Touche LLP are conditional upon the successful completion of a background investigation into matters including, but not limited to, your education and prior employment.

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**At-Will Employment**

Nothing in this Agreement shall create a contract of employment between the Employer and you or a specific term of employment for you. Your employment with the Employer is and shall remain "at will," which means that you may resign your employment, or the Employer may terminate your employment, or change your position pay or duties, for any reason or no reason, with or without notice, with or without cause.

**Immigration**

In order to comply with the Immigration Reform and Control Act of 1986, it will be necessary for you to provide documentation verifying your identity and employment eligibility. Should you require Deloitte & Touche LLP's sponsorship for an employment-based visa (e.g. H-1B, L-1, TN), your employment and start date with the Deloitte & Touche LLP are contingent upon your obtaining the requisite permission to work in the United States (U.S.) and your availability to work in the U.S. consistent with Deloitte & Touche LLP's business needs. If you require sponsorship and have disclosed this through the recruitment process, you will be contacted by Deloitte & Touche LLP's designated immigration counsel once you have accepted our offer. Regardless of any preceding immigration conversations, you must respond to the requests of your designated immigration specialist in order to initiate the appropriate visa process. Your cooperation with your designated immigration specialist will facilitate the timely commencement of and your continued employment with Deloitte & Touche LLP.

**Ready to Sign?**

This letter, the repayment agreement, Deloitte & Touche LLP's Agreement on Confidential Information and Other Business Interests and Deloitte & Touche LLP's employment application are intended to be the final, complete, and exclusive statement of the terms of the offer of employment to you. Your signature accepting and agreeing to the terms of this offer will also signify that you have viewed the presentation regarding independence online and that you have addressed your specific questions concerning independence with an independence consultant prior to accepting the offer to the extent you have chosen to do so.

**Join Us!**

It is our hope that your acceptance of this offer will be just the beginning of a mutually beneficial relationship with Deloitte & Touche LLP.

Accepted And Agreed To:

DocuSigned by:  
*Himanshu Malik*  
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Signature

07/03/2019

Date

07/03/2019

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Enclosure(s):        Agreement to Repay Signing Bonus  
                         Agreement on Confidential Information and Other Vital Business Interests  
                         FAQs - Agreement on Confidential Information and Other Vital Business Interests

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Himanshu Malik  
Page 7 of 22**AGREEMENT TO REPAY SIGNING BONUS**

This Agreement to Repay Signing Bonus ("Agreement") is made and entered as of 07/03/2019 by Himanshu Malik.

As an incentive for me to join Deloitte & Touche LLP as an employee, Deloitte & Touche LLP has agreed to provide me with a signing bonus, less applicable taxes, conditioned on repayment by me under certain circumstances.

In consideration of this, I agree as follows:

1. If I fail to become an employee of Deloitte & Touche LLP for any reason by the later of August, or alternate start date acceptable to Deloitte & Touche LLP ("Start Date"), I will repay the full amount of the signing bonus I receive (the 'Total Signing Bonus') which, in the absence of manifest error, shall be the aggregate amount recorded by Deloitte & Touche LLP on the Schedule of Signing Bonus Payment(s) that is attached as Exhibit A and made part of this Agreement. If I become an employee of Deloitte & Touche LLP, but resign or am terminated for Cause (as defined in Paragraph 2) within the first two (2) years as an employee after the Start Date, my obligation to repay the signing bonus provided will be determined in accordance with the following schedule:

<b>Period Employed By Deloitte &amp; Touche LLP After The Start Date</b>	<b>Percentage of Total Signing Bonus I Must Repay</b>
Less than one (1) year	100%
At least one (1) year but less than two (2) years	50%

For purposes of this Agreement, the amount of the signing bonus I must repay shall be referred to as the "Repayable Amount." The Repayable Amount shall be due on (a) the Start Date if I have not then become an employee of Deloitte & Touche LLP for any reason (b) the date I cease to be an employee of Deloitte & Touche LLP because of resignation or termination for Cause, as the case may be.

2. For purposes of this Agreement, "Cause" shall be determined by Deloitte & Touche LLP in its sole but reasonable discretion and shall include, without limitation, my willful breach or neglect of duty or my obligations during my employment; my willful failure or refusal to work or to comply with the orders or directives of Deloitte & Touche LLP or the rules, regulations, policies or practices of Deloitte & Touche LLP; my willful failure or refusal to relocate as requested (if indicated in my offer letter); my dishonesty, insubordination or any other act of misconduct on my part; or conducting myself in a manner that would tend to bring Deloitte & Touche LLP into disrepute or to adversely affect its business.
3. Except as provided by law, if I cease to be an employee of Deloitte & Touche LLP due to resignation or termination for Cause before completing two years of employment after the Start Date until the Repayable Amount has been paid in full, I set over and assign to Deloitte & Touche LLP all of my right, title, and interest in and to all amounts Deloitte & Touche LLP owes me at the time my employment terminates, whether for salary, reimbursable expenses or any other purpose. I acknowledge such set overs and assignments are for my benefit and therefore authorize Deloitte & Touche LLP to deduct the amount of such set overs and assignments from Deloitte & Touche LLP's payments to me, including, without limitation, Deloitte & Touche LLP's final payment to me for compensation, reimbursable expenses or any other purpose, and to apply them in payment of the Repayable Amount.
4. This Agreement shall be governed by the laws of the State of New York, without reference to its choice-of-law rules.

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5. If I fail to fully repay the Repayable Amount when due, Deloitte & Touche LLP may decide to bring an action in court to recover the Repayable Amount in full. If that occurs, I agree to submit to the exclusive jurisdiction of the Courts of the State of Florida with regard to any matter related to this Agreement. Unless otherwise provided by law, I hereby waive and agree that I will not assert any right to trial by jury with respect to any matter related to this Agreement. Further, I shall accept service of process from Deloitte & Touche LLP when that process is either sent to my last known address by certified mail or served by another means permitted under Florida law.
6. I agree to pay all costs of enforcement of this Agreement and collection of the Repayable Amount, including reasonable attorney's fees.
7. I agree that I will not assert any defenses, rights of set-off or counterclaims as a reason for not fully repaying the Repayable Amount when it is due under this Agreement.
8. Nothing in this Agreement shall create a contract of employment between Deloitte & Touche LLP and me or a specific term of employment for me. My employment with Deloitte & Touche LLP is and shall remain "at will," which means that I may resign my employment, or Deloitte & Touche LLP may terminate my employment at any time, for any reason or no reason, with or without notice, and with or without prior discipline.
9. I agree that if any part of this Agreement is held invalid, the balance of this Agreement shall remain valid and in effect if the balance continues to conform to the requirements of applicable law.
10. Deloitte & Touche LLP's rights under this Agreement shall inure to the benefit of Deloitte & Touche LLP's successors and assigns. This Agreement is not assignable by me.
11. The waiver by Deloitte & Touche LLP of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of that provision or as a waiver of the provision itself. Any waiver under this Agreement must be in writing and signed by Deloitte & Touche LLP. Accordingly, the acceptance by Deloitte & Touche LLP of partial or delinquent payments by me of the Repayable Amount, or the failure of Deloitte & Touche LLP to exercise any rights under this Agreement, shall not waive any other similar breach of this Agreement by me.
12. This Agreement constitutes the entire agreement between Deloitte & Touche LLP and me with respect to repayment of my signing bonus. This Agreement may not be changed, modified or terminated orally, but only by a written agreement signed by Deloitte & Touche LLP and me.
13. I have read and understood this Agreement, and voluntarily agree to the terms and conditions in this Agreement. I acknowledge that I have been provided with the opportunity to consult with independent legal counsel of my choice.

Himanshu Malik

DocuSigned by:  
*Himanshu Malik*  
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Signature



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**EXHIBIT A**

**SCHEDULE OF SIGNING BONUS PAYMENT(S)**

<b>Date Paid</b>	<b>Gross Amount Before Withholding Taxes</b>
	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

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Himanshu Malik

Miami, FL

## AGREEMENT ON CONFIDENTIAL INFORMATION AND OTHER VITAL BUSINESS INTERESTS

In consideration of my employment by Deloitte & Touche LLP (the "Employer") as an **Advisory Consultant** and other valuable consideration, I acknowledge and agree that:

### PRELIMINARY MATTERS

- 1. Defined Terms.** The italicized terms in this Agreement are defined in **Exhibit A** hereto.
- 2. Pre-existing Agreements or Arrangements.** I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. None of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, an **Advisory Consultant** of the Employer.

### PROTECTION OF OUR BUSINESS

- 3. Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will not disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized Signatory*, except as required by my authorized duties for the Employer, nor use any such *Confidential Information* for any purpose other than for the benefit of a *Deloitte Entity*. However, I understand that this paragraph does not prohibit the reporting, without prior notice to the Employer, of violations of federal, state or local law or regulation to, or discussing any such possible violations with, any governmental agency or entity authorized to receive such information, such as the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Occupational Safety and Health Administration, or the Department of Defense, including by initiating communications directly with or responding to any inquiry from or providing testimony before any such agency or entity, or to otherwise make disclosures protected under whistleblower provisions of federal law or regulation. I further understand that I do not need prior authorization to report or disclose violations of federal law or regulation to any such governmental agency or entity and I am not required to notify the Deloitte U.S. Firms that I have made such reports or disclosures.<sup>1</sup>
- 4. Third Party Information and Property.** During my *Employment*, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*.
- 5. Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that

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<sup>1</sup> Notice of Immunity Under the Defend Trade Secrets Act: Pursuant to 18 U.S.C. § 1833(b), nothing in this agreement shall be interpreted to expose me to criminal or civil liability under Federal or state trade secret law for disclosure, in confidence, of trade secrets (i) to Federal, state, and local government officials, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided the filing is made under seal and otherwise protected from disclosure except pursuant to court order. If I file a lawsuit for retaliation against the Employer for reporting a suspected violation of law, I may disclose trade secrets to my attorney and use the trade secret information in a court proceeding, provided that I file any document containing the trade secret under seal and I do not disclose the trade secret, except pursuant to court order.

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is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I am not currently aware of any present or past violation of this provision.

**6. Authorization to Access Systems and Electronic Communications.** While employed with a *Deloitte Entity*, I will use and have access to the *Systems*. I acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. This right extends to *Electronic Communications* transmitted for either a business or personal purpose. My authorization to access the *Systems* is only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. Such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*. I am not authorized to access the *Systems* for personal gain or any illegal or unethical use. Under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to access the *Systems* to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*. Upon request from a *Deloitte Entity* that is based on its reasonable belief that a) I may have *Deloitte Property* in electronic form in my possession, custody or control or b) I may not be in compliance with one or more professional, ethical, and Employer requirements, rules, regulations, policies and practices, I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, or tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers, devices, media or locations and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

**7. Ownership of Works.**

- a. The Employer owns all rights, title and interest in and to all *Works*.
- b. All *Works* are deemed works made for hire under the United States copyright laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. To the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. As between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I waive all moral rights in any *Works*.
- d. During a 12 month period after termination of my *Employment*, any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 7(b) above.

**8. Pre-existing Creations; Personal Creations.** My obligations in Paragraph 7 do not apply to *Pre-existing Creations* and *Personal Creations*. I have listed on **Exhibit B** all *Pre-existing Creations*. I will not assert any ownership rights against the *Deloitte Entities*, or their respective clients, with respect

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to any *Pre-existing Creations* unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an *Authorized Signatory* who has signed at the bottom of such **Exhibit B**. I shall not use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* without the prior written consent of an *Authorized Signatory*. To the extent that I use any *Pre-existing Creations* or *Personal Creations* in connection with my *Employment* except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sublicensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such *Pre-existing Creations* or *Personal Creations* for any purpose including, but not limited to, client engagements.

**9. Future Employment with Clients.** Except as provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. However, because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, I have an obligation during my *Employment* and for five years thereafter to notify *Independence* before accepting an employment opportunity with any *Attest Client*. In addition, before entering into substantive discussions about an employment opportunity with an *Attest Client* for which I was a member of (or consulted with) the audit engagement team in the preceding two years I must first notify and receive approval from *Independence*. Note, *Independence* may withhold approval if my employment with an *Attest Client* would be inconsistent with the provisions of *Rule 2-01* or jeopardize the independence of a *Deloitte Entity*.

**10. Restriction re: Personnel and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation of any of its *Personnel* or contractors of the *Deloitte Entities* would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* with whom I had contact or a relationship while at the Employer or another *Deloitte Entity* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; or (b) cause a contractor of a *Deloitte Entity* with whom I had contact or a relationship while at the Employer or a *Deloitte Entity* to cease providing services to, with or on behalf of the *Deloitte Entity*.

**11. Post-Employment Restrictions re: Deloitte Property.** Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within five (5) business days after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) Upon request from a *Deloitte Entity* that is based on its reasonable belief that I may have *Deloitte Property* in electronic form in my possession, custody or control, I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, or tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers, devices, media or locations and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

#### **OTHER POST-EMPLOYMENT OBLIGATIONS**

**12. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licensor of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.

**13. Notification of Post-Employment Obligations.** Prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Agreement. After my *Employment* ends, a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Agreement.

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**14. Certification.** During or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 3, 4, 5, 6, 7, 8, 9, and 10, of this Agreement.

#### **OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**15. Equitable Relief and Attorney's Fees.** My breach of this Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 3, 4, 5, 6, 7, 8, 9, 10, and 11, would cause irreparable harm to the *Deloitte Entities* and would entitle the Employer on behalf of itself or another *Deloitte Entity* to a temporary restraining order, an injunction or other equitable relief to prevent any such breach, in addition to other remedies.

#### **MISCELLANEOUS**

**16. Governing Law; Choice of Forum.** This Agreement is deemed to have been executed in the Employer's national office in New York, New York and will be construed and governed in accordance with the laws of the State of New York, without regard to its conflicts-of-law principles.

**17. Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing which expressly refers to and attaches this agreement and is signed by an *Authorized Signatory*.

**18. Severability.** Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**19. Blue-Penciling.** If any court determines that any provision of this Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

**20. Waiver.** None of my obligations under this Agreement shall be deemed to have been waived by the Employer except by an instrument in writing which expressly refers to and attaches this agreement and is signed by an *Authorized Signatory*. No such waiver shall be deemed to be a waiver of any other or further obligation I have under this Agreement.

**21. Integration.** This Agreement, the Employer's employment application, and any documentation hiring me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Agreement.

**22. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 22 and in Paragraphs 3, 4, 6, 7, 8, 9, 10, 11, 12, and 13 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any

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*Deloitte Entity* to which I may transfer during my *Employment*, provided, however, none of my duties or obligations under this Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 22 shall be null and void.

**23. At Will.** Nothing in this Agreement shall create a contract of employment between the Employer and me or a specific term of employment for me, or change the basis of my employment with the Employer which is and shall remain "at will," employment.

**24. Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

DocuSigned by:  
*Himanshu Malik*  
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Signature

Himanshu Malik

Print Name

07/03/2019

Date



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### **EXHIBIT A**

The definitions below apply to the italicized terms that appear in the Agreement (including the exhibits):

**Attest Client** – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

**Authorized Signatory** – a partner, principal, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

**Confidential Information** – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of *PII* or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

**Deloitte Entity** – the Employer, Deloitte LLP, Deloitte USA LLP and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with an of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

**Deloitte Property** – *Confidential Information*, *Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

**Electronic Communications** – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

**Employment** – the nature of my relationship with the Employer or a *Deloitte Entity* when I work as an **Advisory Consultant** pursuant to this Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

**Form** – paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

**Independence** – Independence & Conflicts Professional Network of Deloitte LLP.

**Intellectual Property** – works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications,

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copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

**Intellectual Property Rights** – all rights, title and interest, including copyright, trade secret, patent, trademark, and other intellectual property rights.

**Personal Creations** – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works of a Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

**Personnel** – partners, principals, members, officers and employees of a *Deloitte Entity*.

**PII** – Information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes *PII* when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as social security numbers or driver's license numbers)
- Name\*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

\* Note: When an individual's name is used with *PII* that is not business contact information, it is included in the definition of *PII*.

**Pre-existing Agreements or Arrangements** – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 U.S.C. §207 and 48 CFR 3.104-4, that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

**Pre-existing Creations** – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

**Rule 2-01** – Securities and Exchange Commission Rule 2-01 of Regulation S-X.

**Systems** – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, DeloittePeopleNetwork), Internet, extranet, collaborative tools (e.g., blogs, wikis), computers (laptop, desktop, or tablet), servers, air cards, Personal Digital Assistants, cell phones,



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telephones, smart phones, voicemail, or any device, media or location capable of storing electronic data.

**Works** - all *Intellectual Property*, in any *Form*, created by me, alone or with other others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

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Page 18 of 22**EXHIBIT B****Pre-existing Creations; Pre-existing Agreements or Arrangements**

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the *Pre-existing Creations* listed, and makes no admission that any *Pre-existing Creations* listed are owned by me.

[If yes, please enter details below]

X

Yes, I do have *Pre-existing Creations, Pre-existing Agreements or Arrangements*No, I do not have *Pre-existing Creations, Pre-existing Agreements or Arrangements***Title****Date****Brief Description**

DocuSigned by:

*Himanshu Malik*

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Signature

07/03/2019

Date

Himanshu Malik

Name (Print)

ACCEPTED AND AGREED TO:  
**DELOITTE & TOUCHE LLP**

By:

Signature

Its: *Authorized Signatory*

Date

An *Authorized Signatory's* signature is required only if *Pre-existing Creations* or *Pre-existing Agreements or Arrangements* are listed pursuant to Paragraphs 2 and 8 of this Agreement. The signature of an *Authorized Signatory* indicates his or her judgment made in light of Paragraph 2 that *Pre-existing Creations*, if any, are described and explained in sufficient detail so that the likelihood of confusion between the Advisory Consultant's *Pre-existing Creations* and the *Intellectual Property* of a *Deloitte Entity* can be avoided or minimized in the future and further indicates that the *Pre-existing Agreements or Arrangements* have been obtained and reviewed and that the *Authorized Signatory* is satisfied that such *Pre-existing Agreements or Arrangements* will not interfere with the Advisory Consultant's ability to comply with the requirements of this Agreement.

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## **FREQUENTLY ASKED QUESTIONS ("FAQ")**

### **AGREEMENT ON CONFIDENTIAL INFORMATION AND OTHER VITAL BUSINESS INTERESTS ("AGREEMENT") OF DELOITTE LLP AND ITS SUBSIDIARIES (COLLECTIVELY THE "DELOITTE U. S. FIRMS," INDIVIDUALLY A "DELOITTE U. S. FIRM."**

**NOTE:** *Italicized terms in these FAQs are defined in Exhibit A of the Agreement. The term Employer shall mean the Deloitte U.S. Firm that employs you.*

#### **GENERAL FAQs**

##### **1. What is the purpose of these FAQs?**

These FAQs are being provided for your information only. They try to capture the most common inquiries about the Agreement.

##### **2. Are these FAQs intended to give me legal advice or to legally interpret the Agreement for me?**

No. You are always free to consult with legal counsel and others concerning the Agreement for legal advice and a legal interpretation.

##### **3. Why do the Deloitte U.S. Firms use a standardized Agreement?**

A standardized Agreement provides a set of uniform expectations and obligations for you and everyone similarly situated throughout our organization (without exception) in order to protect the most valuable assets of the Deloitte U.S. Firms – their clients, people and *Intellectual Property*.

##### **4. What would be the consequences to the Deloitte U.S. Firms if they suffered losses of their clients, personnel and *Intellectual Property* through a breach of the Agreement?**

Significant losses of any of these assets could cause irreparable harm to the business of one or more of the Deloitte U.S. Firms.

##### **5. Do the FAQs attempt to provide me with a comprehensive summary of my obligations under the Agreement?**

No. The definitive expressions of your obligations are the provisions of the Agreement whose terms and conditions speak for themselves.

##### **6. Why is the Agreement worded the way it is?**

The Agreement tries to balance two sets of interests in a fair and reasonable way. First, the Deloitte U.S. Firms seek to protect their own legitimate business interests which in turn benefit their personnel who rely on clients and highly trained colleagues for their livelihood. Second, the Agreement recognizes the interests that you and your colleagues have to continue to succeed after you leave our organization and therefore avoids placing any undue burden on those interests.

##### **7. Why am I being asked to sign the Agreement at this time?**

Your signature is a condition of your hiring. By signing, you become bound to the obligations in the Agreement during and/or after the period of your *Employment*.

##### **8. What are the consequences of not signing the Agreement?**

The refusal or failure to sign will make you ineligible for *Employment*.

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**9. Do the continuing obligations in the Agreement apply only if I voluntarily resign from the Employer?**

No. The continuing obligations in the Agreement apply no matter what the circumstances behind your departure from the Employer.

**10. Are the post-Employment obligations in the Agreement intended to prevent me from earning a living in the event I leave the organization?**

No. After your departure you will be able to make use of the same skills and competencies that made you attractive to us in the first place.

**FAQs RE: PROTECTION OF OUR BUSINESS**

**1. How long does my duty of confidentiality last?**

Your duty of confidentiality never expires. At any time after your departure you may not disclose, use or retain *Confidential Information* of the applicable Deloitte U.S. Firm or another *Deloitte Entity* so long as that information is not generally known to the public.

**2. Do the restrictions in the Agreement on competing activities prohibit me from looking for another job or going into business for myself?**

No. Problems have come about only when efforts to explore external opportunities while still employed by the Employer are coupled with other activities that are or may be prohibited under the Agreement such as trying to persuade colleagues to follow you.

**3. If I use the *Systems* to send occasional personal emails, am I guaranteed privacy with respect to these emails?**

No. All *Electronic Communications* transmitted using the *Systems*, including occasional personal emails, are considered part of the Deloitte U.S. Firms' business records and are not considered private or personal to you. If a personal email is intended to be truly "confidential" or "privileged," alternative means of transmission should be used.

**4. Does the Agreement permit me to claim ownership of what I conceived, developed, and created before joining the Employer?**

Yes, but you must list your *Pre-existing Creations* with sufficient specificity on Exhibit B (Exhibit B1 for employees in California) and have that Exhibit executed by an *Authorized Signatory*.

**5. Does the Agreement permit me to claim ownership of what I conceive, develop, and create after joining the Employer?**

Yes, if what you claim ownership to satisfies the definition of *Personal Creations*.

**6. What kinds of activities does the Agreement have in mind when it prohibits indirectly soliciting *Personnel*?**

An example of indirect solicitation would be if a recently resigned employee subject to the Agreement supplied his or her new employer with the complete background on one or more partners, principals or employees of the Employer or another *Deloitte Entity* and provided advice on the best recruiting approach to use with each. The new employer uses this information and advice to attempt to recruit one or more of these potential candidates.

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Another example of indirect solicitation would be if a current Deloitte U.S. Firm employee subject to the Agreement provides similar kinds of background information and advice to a retained search firm that is recruiting him or her to accept a position with an organization that has additional openings. One of the referred candidates as well as the referring employee ultimately joins the same new organization.

**7. Does the Agreement only place restrictions on solicitations that are directed to *Personnel of the Employer or another Deloitte Entity*?**

No. The Agreement also prohibits you from causing a contractor of the Employer to cease providing services to, with, or on behalf of the Employer or another *Deloitte Entity* during your *Employment* with, and for one year after your departure from the Employer.

**FAQs RE: OTHER POST-EMPLOYMENT OBLIGATIONS**

**1. Do I have obligations to cooperate with the Deloitte U.S. Firms when or after I leave?**

Yes. The Deloitte U.S. Firms expect you to conduct yourself as a professional in all matters relating to the completion and orderly transfer of pending work on behalf of the Employer or another *Deloitte Entity*. You are also obligated to cooperate fully in connection with any actual or threatened litigation relating to any matter that you were involved with or know about as a result of your *Employment*.

**2. Do I have to tell my new employer about my continuing obligations under the Agreement?**

Yes. Prior to accepting a job offer from a new firm or business you must advise your new employer about your continuing obligations.

**3. Do the Deloitte U.S. Firms have the right to tell my new employer about the Agreement?**

Yes. After your *Employment* ends, the Deloitte U.S. Firms may tell your new employer about your continuing obligations.

**FAQ's RE: OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH**

**1. What happens if I breach the Agreement?**

The Deloitte U.S. Firms take a breach or the threat of a breach seriously. The Agreement therefore entitles them to pursue enforcement of their rights through an injunction or other equitable relief to prevent any breach that would cause irreparable harm, as well as the pursuit of the other legal remedies that may be available.

**FAQ's RE: MISCELLANEOUS**

**1. Do my obligations under the Agreement continue to apply if I transfer to another *Deloitte Entity*?**

Yes. Your duties under the Agreement are automatically assigned or transferred in connection with a transfer unless the Employer tells you otherwise.

**2. Does the Agreement affect the at-will nature of my *Employment*?**

No. The Agreement does not create a contract or specific term of *Employment*. Your *Employment* remains at will. This FAQ does not apply to employees in Puerto Rico or India.

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