

Private and Confidential

Ms Harry Whiskard Bury Barn Cottage Bury Barn Lane Bourton-on-the-Water Gloucestershire GL54 2HB

05 January 2018

Our Reference: FTNPQ2018

Dear Harry,

We are delighted to invite you to join us...

Our goal is to be the iconic firm, always front of mind whenever professional services is mentioned. To our clients, our people are PwC, which is why we have a real focus on supporting and developing all of our people to maximise their potential throughout their career with the firm. We would very much like you to join us and play your part in helping PwC to achieve our goals.

We are pleased to confirm our offer of employment to you as an Associate 1 (graduate) with PricewaterhouseCoopers Services Limited which is owned by, and provides services to PricewaterhouseCoopers LLP ("PwC") which will commence in Autumn 2018.

Although you will be aligned initially to a particular part of our business, an important element of PwC's success is our ability to be agile, and as such we will expect you to be flexible and work in other areas of the firm, depending on business needs. Any implementation of a change to your business area would be made in full consultation with you.

The following documents form part of your contract of employment in order of precedence where any differences exist.

- Sections 1 & 2 of the Employment Manual. Please see Embark Your offer.
- Offer Letter

You will also see references to Embark – Your tasks which you will need to complete after accepting this offer. The full Employment Manual is accessible on joining via the Employee Portal and you should refer to it and other documents mentioned. You should refer to the Employee Portal from time to time to refer to the updated versions of the Employment Manual and other documents referred to in this offer letter to ensure that you are familiar with the most up to date versions.

Please note this offer letter supersedes any previous offers made to you.

PricewaterhouseCoopers LLP, HC Customer Services, Cornwall Court, 19 Cornwall Street, Birmingham B3 2DT Telephone (UK) 0808 100 2200 Telephone (Non UK) +44 (0) 195 256 8471 Facsimile +44 (0) 121 265 5839, www.pwc.com

PricewaterhouseCoopers LLP is a limited liability partnership registered in England with registered number OC303525. The registered office of PricewaterhouseCoopers LLP is 1 Embankment Place, London WC2N 6RH. PricewaterhouseCoopers LLP is authorised and regulated by the Financial Conduct Authority for designated investment business and by the Solicitors Regulation Authority for regulated legal activities.



Your important terms are...

Reward

We are pleased to make you this offer on the following basis, for further details, please see the related sections below.

Base pay: £31,200.00

Benefits - Choices allowance: £762.00

Bonus: You will join our discretionary Bonus scheme

Pension: Up to 12% additional pension funding is available

Standard holiday entitlement: 25 days (pro-rata for FTC and part-time)

Financial value of reward: £31,962.00

Pay is set with reference to current market levels and business conditions, and may increase/decrease or remain the same as indicated above. Should there be a change to your pay prior to your intake start date, we will notify you inwriting to confirm this.

The salary review date is 1 July each year at our discretion.

Benefits

We operate Choices, a flexible benefits plan for employees which offers a combination of fixed (core) and optional benefits to suit your individual needs and lifestyle.

Please see Embark - Your Offer for more details.

Your Choices allowance includes funding for a number of fixed benefits, which we refer to as our core benefits.

This funding cannot be used for other benefits or taken as payroll cash. Your Choices allowance may include funding to extend these benefits and any remaining funding can be used to request optional benefits or can be taken as payroll cash.

Core benefits

- Private Medical Benefit (self only.) This can be extended to cover your partner and/or family.
- Life Assurance cover is 4 x base pay. Base pay is limited for the purpose of calculating Life Assurance cover to a Maximum Pensionable Pay of £150,000.00.
- Personal Accident Benefit.
- Income Protection Benefit (50% of base pay). This is subject to the terms outlined in the Employment Manual.



Higher levels of cover for these core benefits are available and (subject to minimum pay levels) can be requested using your Choices allowance or your base pay.

We also offer a wider range of other optional benefits which you can review in Embark - Your Offer. More information is available on the Employee portal upon joining.

You must submit your benefit requests before the first day of the second full month after your joining date.

Holidays

Our holiday year runs from 1 October to 30 September.

Your standard holiday entitlement is 25 days. You may, if you wish, request to 'trade up' or 'trade down' by a maximum of 5 days and receive a lower or higher payroll cash. Your standard holiday together with bank holidays and an additional day at Christmas is referred to as your combined holiday entitlement and is recorded in hours.

For further details of your combined holiday entitlement, including details of your pro rata holiday entitlement in your first year, please see the Embark – Your offer, PwC Benefits Manual, Employment Manual and the holiday statement on the Employee Portal upon joining.

Bonus

You will be eligible to participate in our discretionary bonus arrangements subject to the bonus plan rules which can be found on the Employee Portal after joining. We reserve the right to amend or withdraw any bonus arrangements at any time. Your eligibility to a bonus for this financial year may be impacted by your joining date so you should familiarise yourself with the Bonus Plan (including the bonus plan rules) in force for the bonus year in which you join. Employees joining before 1 April will be eligible for the discretionary bonus arrangements in that financial year and employees joining on or after 1 April will be eligible to participate in the discretionary bonus arrangements effective from 1 July onwards.

Pension

PwC offers a Group Personal Pension ("GPP") as one of the range of options under the PwC benefits plan.

Legislation requires employers to enrol employees aged 22 or over into a pension scheme. If you are aged 22 or over, under state retirement age and do not apply for membership of the GPP as one of your benefits, we will automatically enrol you into an alternative pension arrangement which complies with the Government's requirements.

However, if you do not wish to be a member of this scheme you can subsequently opt out.

If you are aged under 22 on joining, then you will be automatically enrolled from the 1st of the month following your 22nd birthday if you are not already a member of the GPP. Again, you may subsequently opt out if you wish to do so.

If you have been granted Enhanced or Fixed Protection from HMRC in relation to protecting the level of your lifetime allowance for pension savings, you are reminded that joining the GPP will breach that protection. Similarly, being auto-enrolled into a compliant pension arrangement will breach your Protection unless you opt-out within one month of the enrolment date.

Please see the Embark - Your offer for further details.



Place of work & Mobility

Your base office will be the London office, but you can be required to work from or at other PwC offices or client sites within the UK or abroad on a temporary basis, and other PwC offices or client sites within the UK permanently, depending on business requirements. You also agree to travel on business (both within the UK or abroad) as may be required for the proper and full performance of your role.

Although you will be aligned initially to a particular area of the firm, an important element of PwC's success is our ability to be agile. We will expect you to be flexible and we may in the future align you to other areas of the firm, depending on business needs.

We will discuss any changes to where you will be required to work and/or the business area in which you will be required to work with you.

Hours of work

Your normal working hours will be 37.5 hours between Monday and Friday with one hour unpaid lunch break each day you work. Your work pattern and daily hours will be discussed and agreed with you. Please note PwC does not support compressed hours arrangements. You will also understand that the demands of our professional work may on occasion necessitate your hours of work being extended in order for you to fulfil your role. Your recruiter will discuss with you arrangements for your first day in the office.

Overtime

Details in relation to overtime and time off in lieu arrangements (if and to the extent applicable to your role) are set out on the Employee Portal which you can review upon joining.

Season ticket loan

On joining, you can apply for an interest free annual travel ticket loan.

Continuous employment

Your employment will be with PricewaterhouseCoopers Services Limited. Your service with any other employer or any previous employment with PwC/PricewaterhouseCoopers Services Limited/PricewaterhouseCoopers (Resources)/PricewaterhouseCoopers Legal (Resources) Limited does not count for the purposes of continuous employment or for entitlement to service related benefits with PwC.

Regulatory compliance

Please note that this offer is conditional upon you completing the following confirmations to our satisfaction after accepting our offer:

'Fit and Proper' Confirmation: Please see Embark - Your tasks

The firm is required by its regulators to ensure that its partners and staff are 'fit and proper'. As a result we ask everyone to complete a 'fit and proper' confirmation upon joining and at regular intervals thereafter. It is important that your confirmation is completed carefully and accurately.



Independence Confirmation: Please see Embark – Your tasks

This confirmation is designed to highlight any matters that may affect your personal independence. All employees are required to comply with the PwC LLP Independence Policy and so it is important that you read carefully the documents within the Embark – Your offer. You should note that if you are due to be joining as a member of practice staff, you (or your spouse/partner and dependent children) may not hold securities with any audit client of PwC LLP or their related entities.

Once you have completed the Fit and Proper and Independence Confirmations and submitted them to us, please note you are under a continuing obligation to let us know as soon as reasonably practicable if any of your circumstances change, by contacting HC Direct on 0808 100 2200 or +44 (0) 195 256 8471.

If you complete the Fit and Proper and Independence Confirmations more than 12 months (or less than 12 months in certain circumstances) before you commence employment with us, then please note that we may, at our discretion, be in contact with you before your joining date, to request the Fit and Proper and Independence Confirmations are completed again. This would be undertaken to ensure we have the most up to date position, and in the case of Independence, that you have the most current Financial Services and Audit Clients document which is updated quarterly. This does not preclude you from still contacting us if your circumstances change as outlined above.

If you have any questions relating to either of these confirmations or your ongoing compliance with the firm's Independence Policy, please contact HC Direct as soon as possible and we will be pleased to discuss any issues with you.

Confidentiality

To ensure client confidentiality, all information acquired in the course of your professional work must be treated as strictly confidential and not used for personal advantage. For more detail please refer to the Employment Manual.

In addition, PwC does not want you to use any confidential information that you have acquired from any previous jobs in carrying out your role for PwC. It is therefore a condition of this offer that you will not use, nor bring with you, any such confidential information to assist in carrying out your role at PwC.

Eligibility to work in the UK

UK immigration legislation requires that all new employees provide us with evidence that they have the right to work and reside legally in the UK. This offer is conditional upon you providing this evidence on your first day of employment. To avoid any doubt, if you do not produce the appropriate original evidence on that date, this condition will not be satisfied and your employment will not commence.

Please see Embark – Your first day and beyond which details the evidence required.

If you require permission to work in the UK (for example, your right to work in the UK is dependent on your own or your spouse's Certificate of Sponsorship or visa), then it is essential that you note the following points:



- You will be responsible for having and maintaining permission to work in the UK and your continuing employment is subject at all times to you possessing the continuing permission to work in the UK. If your immigration status changes during your employment, it is your responsibility to ensure that we are aware of this change by advising HC Direct within three working days of the change. You are required to provide PwC, upon request at any time during your employment, evidence of your right to work in the UK, as deemed satisfactory by PwC. Your employment will cease (without notice or payment in lieu of notice) in the event your permission to work in the UK is no longer valid and/or in circumstances where you are unwilling or unable to provide such satisfactory evidence throughout the duration of your employment within the deadlines set by PwC.
- You also have the responsibility to ensure that we have your up to date contact details (including your home address in the UK and your contact telephone numbers). Any necessary updates must be made via the Employee Portal within three working days of the change. This is a mandatory requirement under the immigration regulations.

There is a limit on the number of certificates of sponsorship that may be issued by employers in the UK. We are subject to these limits which mean that it may not be possible for us to support your application. If this situation arises, a decision may have to be taken on withdrawing this offer.

If we are able to support your certificate of sponsorship application, you will be contacted by Legal with instructions regarding the application as you will be required to provide a number of documents. You will also require entry clearance or a visa. Please check with the relevant authorities in your home country with regard to the timings. Should you leave the UK firm whilst you are on a sponsored Tier 2 General visa you will be required to repay any costs in full that have been incurred by PwC in relation to securing your visa (either your initial visa or any subsequent visa extensions). You may contact the HC Immigration Team to understand the total costs incurred by both ourselves and you (but subsequently reimbursed to you by PwC) both of which would be repayable. By accepting this employment you also consent that PwC reserves the right to deduct any amount owed to PwC from any payment of monies that may be due to you at that time and that you will repay within one calendar month of termination any amount not recovered by deduction.

If we are able to support your certificate of sponsorship application, you'll be required to make an Immigration Health Surcharge (IHS) payment prior to completing your application. We will meet the cost of the Immigration Health Surcharge for you, however, we will not meet the cost for your dependents.

You'll be eligible to claim back the IHS payment via the expenses system on joining us. Should you leave the UK firm within three years of your start date you will be required to repay the IHS payment made to you, on a pro-rata basis. The pro rata calculation will be done on a monthly basis. By accepting this employment you also consent that PwC reserves the right to deduct any IHS surcharge owed to PwC from any payment of monies that may be due to you at that time.

Please do not make travel arrangements until the appropriate UK work and immigration authorisation. You will not be able to work legally in the UK without entry clearance of further leave to remain. Your employment with us will cease in the event that your permission to work in the UK is no longer valid.



Pre employment screening

This offer is conditional upon you being on course for and obtaining a 2:1 degree or the equivalent and PwC being satisfied with all the pre employment screening we have to complete. This includes (but is not limited to) receiving references that are deemed satisfactory to us and satisfactory results of verification checks in relation to your qualifications. Please see Embark – Your tasks for the list of checks we will be undertaking. Please complete the form as accurately as you can and return it to us as a matter of urgency. Any delay in returning the form or providing an inaccurate or incomplete form will delay when you will be able to start with us.

Any information obtained from our enquiries will be used to verify the information presented on your CV/application form, and to assess your suitability for employment with PwC. If any issues arise from the pre employment screening process, your PwC recruiter will discuss the impact this may have on this offer of employment, which may include the withdrawal of the offer as the pre employment conditions have not been met

Medical

This offer is conditional upon PwC satisfying itself of your medical fitness to undertake the role offered, taking into account our obligations under the Equality Act 2010, including the duty to make reasonable adjustments.

Please complete the Health Assessment questions as part of Embark – Your tasks. Should further assessment be required you will be sent a link to provide more detail on an online Health Assessment Questionnaire to be assessed by our Occupational Health Providers.

In the event further steps are required, either to assess your fitness or to explore reasonable adjustments, you will be contacted. Should the condition not be met before planned commencement of employment we reserve the right to withdraw this offer, or defer commencement pending completion of our assessment.

If you complete the Health Assessment questions 6 months or more before you commence employment with us, then please note that we may, at our discretion, ask you to complete the Health Assessment questions again. This will enable us to ensure that we have the most up to date information with regards to your medical fitness to undertake the role offered. In any event, we would expect you to contact us should your circumstances change in the interim.

Please also see Embark - Your offer.

Disability

We are committed to ensuring that we remove unnecessary barriers to the employment of disabled people. The firm recognises that, in order to work on equal terms, some disabled people may require reasonable adjustments to be made. Our medical assessment referred to above may identify these but you may also wish to let your recruiter know directly if you consider any adjustments to the working environment may need to be made.

Notice period

You may terminate your employment by giving us one month's notice. If we terminate your employment your notice period will be one month, or one week's notice for each complete years of service, up to a maximum of 12 weeks, whichever is the greater.



Restrictive covenants

If you become a Senior Manager or Director as a result of a promotion in the future, you will be required to enter into restrictive covenants which are set out in Section 2 of the Employment Manual.

Previous employment

It is important you inform us as soon as possible if contractual obligations with your current employer do not permit you to commence employment with PwC on the date agreed with the PwC recruiter. This offer is made on the understanding that any such contractual obligations, for example requirement to work notice periods and obligations to adhere to any non-compete restrictive covenants, will have ceased prior to commencing work with PwC.

By accepting this offer you confirm you will not be in breach of any express or implied terms of any such contractual obligations.

Data protection

We hold personal data relating to you and will process the data in order to progress your application and for HR administration, as well as to comply with its statutory and regulatory obligations. Please see Embark – Your offer for guidance on the type of information you may need to provide. In addition, for the purposes of PwC's business, data such as your work contact details, areas of expertise and your photograph may be made available and transferred to PwC offices worldwide. By accepting this offer you agree PwC may process and transfer personal data relating to you.

Variation

From time to time, we will need to alter your terms and conditions of employment in order, for example, to take account of latest "best practice" or new employment legislation. You will be notified if there are any subsequent contractual changes after commencing employment with the firm.

In summary...

To our clients, our people are PwC, and to provide a truly exceptional experience to our clients requires a diverse group of talented people and an environment in which we can all flourish and reach our potential.

We are confident you will find PwC an inspiring place to work, making connections across different communities and sharing ideas with a diversity of people across the firm. It's our people that make PwC a success - we only hire exceptional people, and we hope you will join us.

Before you accept the offer, you may wish to come back to visit us again under more relaxed circumstances. Please contact HC Direct on 0808 100 2200, or +44 (0) 195 256 8471 if you are calling from outside the UK, and we would be pleased to arrange this with you.

If you have any queries about this offer letter please contact HC Direct on 0808 100 2200 or +44 (0) 195 256 8471 if you are calling from outside the UK.



Accepting this offer...

If you would like to accept this offer then please within a month of the date of this letter:

- read all the documents carefully which are referred to in this letter, and
- confirm your decision by indicating this under the Embark Your tasks section. Additional tasks will then become available for you to complete the Regulatory Compliance, Pre employment screening and Medical steps. Please complete these tasks accurately as you can and return it to us as a matter of urgency. Any delay in returning the documents or providing inaccurate or incomplete details may prevent you from joining this intake.
- please note, if this offer is being made more than 6 months prior to you starting, you may be asked to submit updated documentation closer to your start date. Failure to do so could result in the withdrawal of your offer (without notice or payment in lieu of notice).

If you would like to discuss the terms of your offer before making a final decision, please contact your recruiter. Please note by pressing decline your access to Embark will be withdrawn with immediate effect.

Before you start work with us please:

- ensure you can provide evidence of your eligibility to work in the UK and bring this with you on your
 first day in the office. It is vital you bring this evidence and show this to the person who greets you
 on your first day, otherwise you will be unable to commence employment with us. They will need to
 check original documents and take photocopies of those documents
- ensure you can provide evidence of your academic and/or professional qualifications upon request

Next steps...

We very much hope you will decide to join us and look forward to hearing from you. If you have any queries now or before joining about this offer please contact HC Direct on 0808 100 2200 or +44 (0) 195 256 8471 if you are calling from outside the UK.

We very much hope you will decide to join us and look forward to hearing from you.

Yours sincerely

Kevin Ellis

Chairman and Senior Partner

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