

08 August 2024

Mrs. Kavita Singh
H No 27 Shreeji Kalpataru Colony ,Near Pani
Tanki Amlindh Raipur, Raipur, 492001

Your Fixed Term Appointment as Project Consultant in Business Consulting Pl.

Dear Kavita,

With reference to your application and the subsequent interview you had with us, we offer you fixed term employment for the period of **12 Month(s)** wherein your employment with us will come to an end on the expiry of the term specified in this letter. This offer is subject to your consent to the above criteria (viz. fixed term), in an unambiguous and unconditional manner.

In addition the subject position in our Organisation is offered as per the following terms and conditions:

1. JOB TITLE

You shall be designated as **Project Consultant** in **HR Band 5**.

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. ANNUAL COMPENSATION

- a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the firm on any item of your remuneration and/or perquisite is **INR 10,56,000 per annum (Rupees Ten Lakh Fifty Six Thousand Only)**. A typical break up is provided as an Illustration in the Annexure to this letter.
- b. Any additional payout other than the remuneration laid down in clause 2(a) above shall be the sole prerogative of the management and does not entitle you to any right to claim in respect thereof.

- c. Your compensation will be subject to Income Tax deductions at source and other applicable provisions/ obligations under the Income Tax Act, 1961.

3. DATE OF JOINING

- a. As agreed between us, you shall join the services of the firm on **09 August 2024**.

4. TRANSFERABILITY

- a. Your office location will be **NCR-New Delhi (Aerocity)** and your project location will be **Raipur**. However, your services are liable to be transferred from one location to another, anywhere in India.
- b. You may be required to work from the client's place as and when intimated in view of the nature of the Project.
- c. If you deny relocation/travel for the purpose your services have been hired, your services will be terminated and you will not be paid 45 days salary as per the CTC as it is the cost incurred by the firm for hiring your services.

5. EMPLOYMENT TERM

- a. Your appointment is fixed and conditional and not in the nature of permanent employment, but a specific purpose employment of a fixed term.
- b. You will be deployed on a project of temporary nature on a fixed term engagement. Your employment is not of perennial nature for EY's named clients business and is to be finished within a limited period as explained above.
- c. Your appointment is primarily to serve the stated purpose of any Project undertaken by EY.
- d. Employment for this fixed term project does not imply requisite qualification for other jobs within EY, either at the time of appointment or at the time of termination or any time before, after or in between.

6. EMPLOYMENT EXTENSION

- a. Your appointment can be extended at the sole discretion of the appointing authority.
- b. EY shall have no obligation to extend, even if the project period is extended.

7. NOTICE PERIOD AND TERMINATION

You shall be on probation for a period of 3 months (90 days) from your date of appointment, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

During the probation period described above, either party may terminate the employment by giving one month's notice or one month's salary in lieu of notice,

to the other party, subject to the release date being approved by the reporting partner.

After confirmation of services, either party may terminate the employment by giving a minimum of 2 months (60 days) notice to the other party. The Firm may, at its discretion, with or without conditions, agree to waive off this notice period requirement of 2 months, either wholly or partly.

- a. The fixed term Agreement will terminate automatically with the efflux of time. No additional intimation would be required in this respect unless the above period is extended in writing for the purpose of any Project. Thereafter the offeree shall have no right to continue in the appointed position with immediate effect.
- b. In addition EY will have right to terminate this employment agreement with immediate effect (without any obligation to pay for whatsoever reasons) in case:
 - i. Of the breach of the terms of this Agreement.
 - ii. Of any grievous criminal proceeding getting initiated against you.
 - iii. You abstain from work without permission for more than 2 weeks.
 - iv. For any disciplinary reasons as per EY HR policy.
 - v. For the violation of any of the client's, intellectual property right, confidentiality or data privacy restrictions intimated to you by EY or by the client or their representatives.
 - vi. You are considered medically unfit to render the services.
 - vii. Based on the performance rated by the reporting managers if performance falls under the performance criteria the appointment may be terminated by the appointing authority.
 - viii. Your services may also be terminated on the ground if you deny to relocate/travel to a different location/city for the purpose work and you will also be liable of loss of pay of 45 days salary as per CTC as penalty.
- c. Notice pay for termination by efflux will not be required.
- d. EY will not have any obligation to convert/absorb for regular or permanent employment before or after the end of the fixed term period of Employment.
- e. Termination by efflux of time will not amount to retrenchment or termination of employment in a manner not contemplated by this agreement.

8. ANTI BRIBERY

In connection with the Services, the candidate shall:

- a. Comply with all applicable laws and regulations relating to anti-bribery and anti-corruption.

- b. Promptly report to the Firm any request or demand for any undue financial or other advantage of any kind received by anyone.

Require that all persons performing Services comply with all applicable laws and regulations including those relating to anti-bribery and anti-corruption

9. CONFIDENTIALITY

- a. Remuneration: It is a condition of your service to ensure that the organization's policy of maintaining the strictest confidentiality for the remuneration you receive is observed by you at all times.
- b. Information: You shall observe utmost confidentiality and secrecy of any and all information received by you or entrusted to you in the course of your employment and you shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge such information to a third party or make use of such information for your own benefit.

Upon termination of your employment, you will immediately surrender to the Firm, all files, books, magazines, reports, documents, manuals, audio and video tapes, floppies and discs and any other knowledge data bases entrusted to you in the course of your employment.

You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copy righted material which is the property of the firm - for your own benefit or for the benefit of any third party - either during the course of your employment or after your separation.

Both in case of termination due to expiry of the term of the Agreement or an earlier termination by EY, you shall ensure orderly hand over of the work, work in progress and deliverables to your relevant supervisor in a manner acceptable to us. Any violation of this clause will entitle us to retain such sum as damages as may be decided by the management but which shall be subject to the maximum limit of 15 days salary.

10. PERSONAL DATA

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

In order to Process your Personal Data the Firm would require you to sign a Privacy Notice upon joining. This Privacy Notice is intended to help you understand why and how we may use your information.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

11. Miscellaneous

- a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up

12. GENERAL

- a. You will not either directly or indirectly engage yourself, either full time or part time, elsewhere in any job, profession or business of any nature during the tenure of your employment with the firm.
- b. You will have to seek prior permission from the firm for any employment with the client or any other organization working with the client of the firm whose assignment you have worked on directly.
- c. Subsequent to your separation from the firm, for a period of twelve months you will not take up any job or assignment, either full time or otherwise, either directly or indirectly for/on behalf of any other organization working with the client of the firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the firm.
- d. The Rules and Regulations as framed by the organization from time to time shall become conditional upon you and by which you shall abide.
- e. It is clarified that in view of the fixed term hereof, this employment will be without reference to applicable establishment standing orders or other rules of appointment or entitled to continuance of service at Ernst Young.
- f. This appointment is valid subject to:
 - i. Your being medically fit,
 - ii. Your furnishing at the time of joining, documents in proof of your having been relieved by your present employer and
 - iii. Our receiving satisfactory references on your background(In case the background verification is not satisfactory the firm will be at the liberty to terminate the appointment effective immediately).
- g. You represent and warrant that you have understood all the terms of this employment agreement completely and do agree to all of them unconditionally.
- h. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your joining. You will further notify or obtain prior approval, as applicable, from Risk Management team, for any changes in the appointments that you may hold in the future.



Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this letter and returning the same to us for the Firm's records.

Thanking you.

Yours sincerely,
For Ernst & Young LLP

A handwritten signature in blue ink, appearing to read 'Anshula Verma', is written over a light blue circular stamp.

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered and also provide my acceptance to all the annexures (if any) with the offer letter.

Signature

Date

Kavita Singh



Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)
(A) Salary Components	10,04,400
Basic Salary:	4,22,400
House Rent Allowance:	2,11,200
Special Allowance:	1,05,600
Conveyance Allowance:	2,65,200
(B) Other Perquisites	51,600
Firm's Contribution to Provident Fund:	50,688
Year End Ex-Gratia	912
(C) Annual Fixed Compensation (A+B)	10,56,000
(D) Other Benefits	40,308
Gratuity (accrual)	20,308
Firm's contribution towards Medical insurance	20,000
(E) Total Compensation (C+D)	10,96,308



Please note that Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN already, then please apply for the same at the earliest.

1. House Rent Allowance (HRA): This will be 50% of your basic salary.
2. Special Allowance: Special Allowance will be in the range of 0% to 10% of the annual fixed compensation.
3. Conveyance Allowance: Conveyance allowance will be the balancing figure in your compensation structure.
4. Telephone Reimbursement: If opted for, you will be eligible for a reimbursement of INR 12000/- per annum. You may choose to claim up to a maximum of three bills namely, mobile, landline and broadband. Upon selection, it will get adjusted from conveyance allowance.
5. Leave Travel Allowance (LTA): If opted for, it will be equivalent to 12.50% of your basic salary, subject to maximum of INR 50,000/- per annum. Upon selection, it will get adjusted from conveyance allowance.
6. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are an active member of PF, it will be mandatory for you to opt for the same. If not opted for, conveyance allowance will be adjusted accordingly.
7. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
8. You will be eligible for medical insurance coverage for self, spouse, two children and parents/parents in-law up to INR 5 lac per annum, subject to your declaration as per the policy. Additionally, you, spouse and two children will be covered for critical illness cover of INR 10 lacs.
9. In the unfortunate case of death of an employee, the Firm extends financial support to the family up to three times of the last drawn annual CTC of the deceased employee. The minimum amount for this financial support will be INR 25,00,000.

Please note that all the benefits/coverage mentioned above are governed by the Firm's policies and/or statutory law, as applicable.