



Vanessa Chan
vanessachan2003@g.ucla.edu

04/04/2023

Dear Vanessa:

We are pleased to offer you an internship with PricewaterhouseCoopers Advisory Services LLC (the "Firm") in Los Angeles, California during the Summer of 2024. Additional details regarding the start and end dates of your internship will be provided at a later date.

You will be compensated at a rate of \$41.00 hourly, payable semi-monthly. You also will be paid for any overtime hours worked in accordance with applicable law. You will not be eligible for paid vacation days or paid holidays. You will be invited to participate in the benefits offered by the Firm to its interns, subject to the terms and conditions of the respective plans. The Firm reserves the right to change or eliminate these benefits in its sole discretion at any time. Your employment will be on an at-will-basis.

The U.S. accounting profession is subject to many regulations designed to maintain public trust, including independence rules established by the SEC, PCAOB, AICPA and other regulatory bodies that govern the profession. "Independence" refers to the ability of individuals who provide professional services at public accounting firms to act with integrity, objectivity and impartiality in their work, and encompasses a number of rules, including, without limitation, those relating to personal and business relationships and permissible personal financial holdings.

Because of the Firm's relationship to PricewaterhouseCoopers LLP ("PwC US"), employees of the Firm are subject to PwC US's independence policy.

The Independence Overview that was sent electronically with this letter agreement summarizes key rules outlined in the PricewaterhouseCoopers LLP independence policy. A full copy of the policy may be obtained from the On-Boarding Call Center (1-888-PwC-4YOU). Prior to starting with the Firm, you will be required to confirm your compliance with the PricewaterhouseCoopers LLP independence policy and other requirements through the PricewaterhouseCoopers LLP Independence & Compliance Clearance process. You will receive instructions on how to initiate the clearance process upon the Firm's receipt of your signed letter agreement. The clearance process must be completed at least seven business days before your start date. Compliance with personal independence policies on an ongoing basis is your personal responsibility.

As a Firm employee, it will be your responsibility to comply with all applicable laws, regulations and Firm policies, including *Living our Purpose and Values*, *PwC's Code of Conduct and Our Standards*, the *US Supplement to PwC's Code of Conduct*. The PricewaterhouseCoopers LLP Ethics & Compliance office has resources to assist you and, upon starting with the Firm, you will receive more information regarding your ethics and compliance responsibilities and resource contact information.



Further information about the Independence clearance process and the PricewaterhouseCoopers LLP Ethics & Compliance Office can be found in the Independence Overview. If you have questions about any of your independence or compliance responsibilities, or would like to learn about programs available to help you comply with personal independence rules, please call the Compliance Resource Center toll-free at 1-877-PWC-HELP, option 5 (inside US only) or at 1-813-351-6465, option 5 (outside US only). If you have a question about your ethics responsibilities or Firm policies or would like to report a concern (anonymously, if preferred), please contact the Ethics HelpLine at 1 (888) 438-4427 (toll free), us_ec-ethicshelpline@pwc.com or pwc.com/us/ethicshelpline.

Information, documents and materials relating to any firm in the PricewaterhouseCoopers global network of firms (each, a "Network Firm") and their respective parents, affiliates, subsidiaries, subcontractors, agents, clients, vendors, licensors or suppliers ("Confidential Information") must be treated as confidential and proprietary and may only be used, distributed, disclosed or accessed by you for business purposes related to your employment duties with the Firm. You have an obligation to maintain Confidential Information in strict confidence and to protect and safeguard Confidential Information from unauthorized use, distribution and disclosure. By way of example, Confidential Information may include trade secrets; inventions (whether or not patentable); professional and technical manuals; business forms and processes; computer systems (including hardware, software, databases and information technology systems); client service or other methodologies; sales and related forecasts; marketing and business development plans and strategies; client and prospective client files, lists and materials, and all other information related to clients or prospective clients; research materials; work product and deliverables; and project notes and plans. Information shall not be deemed Confidential Information if it is or becomes available in the public domain other than as a result of an unauthorized use, disclosure or action by you, at your direction or on your behalf, or by any other person who directly or indirectly receives such information from you.

Because Confidential Information is extremely valuable and may be subject to laws restricting disclosure or other obligations of confidentiality, the Network Firms take measures to maintain its confidentiality and guard its secrecy. Confidential Information may not be copied, disclosed, distributed, accessed or used by you (or at your direction or on your behalf) during your employment with the Firm except to the extent necessary to carry out Firm business and, where applicable, only as required or authorized under the terms of any agreements between or among the Network Firms and their respective parents, affiliates, subsidiaries, clients, subcontractors, agents, licensors, vendors and suppliers. When you leave the Firm, you agree not to use, distribute, disclose or access Confidential Information or to take or keep, or provide to any third party, any Confidential Information, irrespective of format, and you agree to return all Confidential Information to the Firm before your departure. The restrictions and obligations in this letter agreement apply regardless of whether you created, participated in creating, were in possession of, or had access to information, documents or materials constituting, summarizing, utilizing, containing or otherwise referencing Confidential Information. If you are ever asked to disclose any Confidential Information, whether pursuant to law, statute, rule or regulation (including any subpoena or similar form of process), or by professional standards, guidelines or otherwise, the Firm requests that you contact PricewaterhouseCoopers LLP's Office of the General Counsel. These confidentiality restrictions are permanent and do not terminate, lapse, expire or otherwise cease upon your departure from the Firm.



Notwithstanding anything to the contrary contained in this letter agreement, you may, without informing or obtaining prior authorization of the Firm: (i) disclose trade secrets in confidence to a federal, state or local government official, either directly or indirectly, or to your attorney, solely for the purpose of reporting or investigating a suspected violation of law that directly pertains to the trade secrets; (ii) disclose trade secrets in a complaint or other document filed in an arbitral, judicial or administrative proceeding that directly pertains to the trade secrets, if such filing is made under seal; and, (iii) disclose trade secrets to your attorney and use the trade secrets in an arbitral, judicial or administrative proceeding brought by you against the Firm alleging retaliation for your having reported a violation of law, provided that you file any document containing the trade secrets under seal and do not otherwise disclose the trade secrets, except as required by court order.

You may not use or share non-public information that you obtain during your internship for your or anyone else's personal gain or advantage. This restriction applies to non-public information related to any company, not just the Firm's clients or prospective clients or their affiliates. The restrictions related to the use of insider information are discussed in greater detail in the Firm's policies and procedures. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Firm must maintain independence.

You agree that, upon request by the Firm, you will inform the Firm whether or not you are the owner, in whole or in part, of any patents, design rights (registered and unregistered), trademarks, service marks, copyrights, database rights, trade secrets, or any applications for any such rights (collectively, "Intellectual Property"). If you are the owner of any such Intellectual Property, you further agree that you will furnish all detail regarding such Intellectual Property as requested by the Firm. You agree that you will not incorporate, or permit to be incorporated, any such Intellectual Property, or any Intellectual Property owned by any third party, into a Firm product, process or service without the Firm's prior written consent. Nevertheless, if, in the course of your employment with the Firm, you incorporate into a Firm product, process or service any Intellectual Property owned by you, you hereby grant to the Firm a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Intellectual Property as part of or in connection with such product, process or service, and to practice any method related thereto.

You agree to disclose promptly to the Firm any and all inventions, discoveries, techniques, technologies, methodologies, writings, software, improvements, and any other works developed, conceived or created by you, either alone or in conjunction with others, at any time during your employment and related to the actual or expected business or activities of the Firm ("Works"), including, without limitation, Works created in connection with services provided to clients. You hereby assign all of your rights, titles and interests in Works (including, without limitation, all intellectual property contained therein) to the Firm. Whenever requested to do so by the Firm, you agree to cooperate and do all things necessary, including, without limitation, executing all applications, assignments or other instruments that the Firm shall deem necessary to apply for and obtain letters patent or copyrights of the United States or any foreign country, or otherwise protect the Firm's interests therein. If you do not execute such instruments within five days of their being presented to you, you hereby appoint the Firm with limited power of attorney to execute all such instruments. This power of attorney is a right coupled with an interest and is irrevocable. These



obligations shall continue beyond the conclusion of your employment, and shall be binding upon your assigns, executors, administrators and other legal representatives. All Works shall be considered Confidential Information.

Notwithstanding the foregoing, pursuant to California Labor Code Section 2870, you shall not be required to assign, nor shall you be deemed to have assigned, any of your rights in any invention or work of authorship that you develop entirely on your own time without using or referring to the Firm's resources, equipment, supplies, facilities, Confidential Information or trade secret information, except for those inventions or works of authorship that either (i) at the time of creation, conception or reduction to practice of the work or invention relate to the Firm's business, or to actual or demonstrably anticipated research or development of the Firm; or (ii) result from any work performed by you for the Firm. You acknowledge that you bear the burden of proving that an invention or work of authorship is exempt from the assignment provisions of this letter agreement. You agree to disclose to the Firm, in confidence, all inventions or works of authorship made solely by you or jointly with others at any time during the term of your employment with the Firm, for a review process under which the Firm may determine such issues as may arise, including the Firm's rights and your rights in such inventions or works of authorship.

In accepting the Firm's offer of employment, you represent that you have not taken, and agree that you will not take in connection with your employment with the Firm, any action that would violate any contractual or other restriction or obligation that is binding on you or any continuing duty you may owe to others. Without limiting the generality of the foregoing, you agree that, if you have signed a confidentiality, non-disclosure or other similar type of agreement with any former employer or other party, you will comply with the terms of any such agreement to the extent that its terms are valid pursuant to applicable law and you further agree that you will not improperly use, share, disclose, distribute or access the confidential or proprietary information of a third party in connection with your employment with the Firm. You represent and warrant that, after undertaking a careful search (including, without limitation, searches of any computers, cell phones, other electronic devices and hard copy documents), you have returned all property (including, without limitation, property containing confidential information) belonging to all former employers or other parties.

If you are a former federal government or military employee and are subject to an opinion letter issued by a federal government agency ethics officer, you represent that you have provided a copy of such opinion letter to the Firm. You agree to fully comply with the guidance set forth in such letter and not to engage in any activity that reasonably could be perceived as a personal conflict of interest under such letter. You also agree to inform the PricewaterhouseCoopers LLP Ethics & Compliance office or the PricewaterhouseCoopers LLP Office of the General Counsel immediately if anyone requests that you take any action that would cause you to violate the guidance set forth in such opinion letter.

Nothing in this letter agreement is intended to or shall (x) prevent, impede or interfere with your ability to file a charge or complaint with any federal, state or local government agency or commission, or any self-regulatory authority (each, a "Government Agency"), or (y) limit your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding conducted by any Government Agency, including providing documents or other information, without notice to or prior authorization from the Firm or PricewaterhouseCoopers LLP's Office of the General Counsel.



Approximately two months before your start date with the Firm, you will be contacted with instructions for initiating the background investigation process.

This letter agreement is governed by the laws of the State of New York without regard to its conflicts of law principles and provisions, and irrespective of your practice location, unless otherwise required by the law of the state in which you primarily reside and work.

Please note that this offer and your employment are contingent upon satisfying each of the following:

- Maintenance of your academic standing
- Return of this letter agreement, signed by you
- Background investigation results satisfactory to the Firm
- Submission of the completed Confirmation of Independence form, PCAOB consent, and Independence Questionnaire, and compliance with PricewaterhouseCoopers LLP's independence policy
- If you are a former federal government or military employee and are subject to an opinion letter issued by a federal government agency ethics officer, the Firm's receipt of an acceptable agency ethics officer opinion letter
- Your having valid legal authorization to work at the Firm

You will be given access to the Firm's version of Workday, which contains a checklist of pre-start action items that you may review prior to the first day of your internship. The checklist includes instructions regarding Form I-9 employment eligibility verification documents that must be brought with you on your first day at the Firm. Your authorization to work in the United States will be verified electronically through the Department of Homeland Security's employment eligibility verification system, eVerify. Please refer to the information about eVerify sent electronically with this letter agreement. Instructions on how to access the Firm's version of Workday will be sent approximately two months before your scheduled start date.

To evidence your acceptance of the terms and conditions of this letter agreement, you have electronically signed this letter agreement by signing your name on the Signature Page below. You acknowledge and agree that your electronic signature is the legal equivalent of signing this letter agreement by hand, and evidences your consent to be legally bound by this letter agreement's terms and conditions. This letter agreement shall become effective on your first day of employment with the Firm.

This offer will expire in its entirety on 06/15/2023.

Please contact us with any questions regarding this letter agreement.

We look forward to hearing from you soon.



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SIGNATURE PAGE

I have read, understand, and agree to the terms and conditions of the following agreement(s):

- Letter Agreement

To evidence my acceptance of the terms and conditions of the above agreement(s), I have electronically signed my name below. I acknowledge and agree that my electronic signature below is the legal equivalent of signing each of the above agreement(s) by hand.

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