



10 July 2024

Diksha Kadhare

And

Kroll Global Solutions LLP

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made BETWEEN the following PARTIES:-

1. Kroll Global Solutions LLP a company incorporated in India whose address is at 102, 1st Floor, Plot 37, Kshamalaya, Vitthaladas Thackarsey Marg, Marine Lines, Mumbai. Maharashtra 400020 India ("the Company"); and
2. Diksha Kadhare of Netaji Subhash Chandra Bose Chawl, Bauddha Colony, M.D Road, Kandivali East Mumbai 400101 India ("you" or "your").

IT IS NOW AGREED BETWEEN THE PARTIES that:

1. INTERPRETATION

1.1 Unless expressly otherwise stated, the Company shall employ you on the terms and conditions set out in this document and the attached Schedules ("Agreement"), which shall take effect on the date that you sign it or the Start Date, whichever is the earlier.

1.2 The Employee Handbook sets out the work rules and human resource policies of the Company and it forms an integral part of this Agreement.

1.3 The definitions in this Agreement shall have the meanings set out in Schedule 1, unless defined elsewhere in this Agreement.

2. EMPLOYMENT CONDITIONS

2.1 This Agreement is terminable without notice if you fail to provide any of the following documents within one month of the Start Date or such other date as specified by the Company:

2.1.1 two satisfactory references;

2.1.2 appropriate evidence of your right to work in India; and

2.1.3 appropriate evidence of your stated qualifications.

2.2 You agree:

2.2.1 that in entering into this Agreement, you will not be in breach of any Court Order or any other

express or implied obligation owed to another person (such as your former or current employer);

2.2.2 that you will notify the Company immediately should you no longer have any right to work in India; and

3. COMMENCEMENT OF EMPLOYMENT

Your employment with the Company will commence on 29 July 2024 ("The Start Date").

4. PROBATIONARY PERIOD

4.1 The first ninety days of your employment shall be a probationary period, during which either party may give to the other 15 day's written notice or salary in lieu thereof to terminate this Agreement.

4.2 The Company reserves the right to extend your probationary period if it decides that it is appropriate to do so based on the Company's assessment of your performance.

4.3 Upon successful completion of your probationary period, your employment shall continue with the Company until it is terminated by either party in accordance with clause 11.

5. JOB TITLE AND DUTIES

5.1 You shall be employed as **Analyst I, Global Financial Data Operations - Grade Level 2 (L2)** You shall report to **Janki Poojary** and are required to follow directions given by any person occupying that position. Your role shall include those duties consistent with your title. You may also be required to perform work for any Group Company and/or to carry out different and/or additional duties as the Company may direct from time to time.

5.2 During your employment you shall devote the whole of your time and skills to your duties and the business of the Company or any Group Company, act in good faith, and comply with all policies, procedures and reasonable instructions of the Company.

5.3 At all times during your employment and thereafter you shall comply in full with the obligations set out in Schedule 2 of this Agreement.

5.4 You acknowledge that in view of the Company's intention to conduct Business and service customers all over the world, you shall conform to such additional practices as may be required by the Company. Such practices may include special requirements prescribed by customers of the Company, including, for example, standards for the protection of Confidential Business Information.

5.5 You will be responsible for keeping safe and in good condition and will truly and faithfully account for and deliver to the Company, all Property entrusted to you. In the event of any damage or loss to the Property entrusted to you, you shall be liable for the same and the Company reserves the right to deduct the cost of such articles from your compensation or take such other action that it may deem appropriate.

6. PLACE OF WORK

6.1 Your main place of work shall be at 14th Floor, Raheja Tower, Bandra Kurla Complex, Bandra (East), Mumbai-400051, Maharashtra, India.

7. REMUNERATION

7.1 The Company shall pay you an annual gross salary of 400,000 INR. Payable monthly, by the last day of every month. Details of your gross salary breakdown are provided in Schedule 4.

7.2 Your compensation structure may be amended from time to time by the Company at its sole discretion.

7.3 You understand and acknowledge that any future increments, promotions, discretionary bonus or any other incentives shall be based on your performance during employment and solely at the discretion of the Company.

7.4 You may also receive additional benefits as are generally accorded to the employees of the Company, subject to the applicable policies and practices of the Company.

8. DEDUCTIONS

The Company reserves the right to deduct from your salary any sums that you owe to it, including but not limited to any overpayments, statutory deductions such as tax and contributions elected by you, outstanding debts or loans, periods of unauthorised absence, holiday taken in excess of entitlement or losses suffered by the Company as a result of your negligence or breach of its policies and procedures or a failure to return any Property of the Company.

9. WORKING HOURS

You shall normally work from 9:30 am – 6:00 pm IST, from Monday through to Friday. However, given the nature of your role, you shall work such additional hours that are necessary from time to time due to the Company's business needs or for the proper performance of your duties, with no additional payment for overtime unless otherwise required in accordance with the applicable law.

10. HOLIDAYS

10.1 You will be entitled to 18 Earned Leaves and 8 Casual Leaves annually, exclusive of public holidays (Earned and Casual leave shall be prorated for any incomplete year of service with the Company).

10.2 If your employment starts or terminates part way through a Holiday Year, you shall only be entitled to a proportionate number of days as shall correspond to the actual period that you have worked for the Company during that Holiday Year.

10.3 On the termination of your employment, the Company shall be entitled to deduct from your salary, or request that you repay, the amount of any excess holiday taken.

10.4 The Company also reserves the right to request that you take all or part of any accrued but untaken holiday during any period of notice under this Agreement.

10.5 A failure to comply with the absence reporting procedure in the Employee Handbook will be treated as an unauthorised absence and is likely to result in disciplinary action and/or the loss of pay.

10.6 The Company may, at any time, request that you provide a medical certificate or other evidence of your medical condition in order to explain your absence due to sickness or that you undergo a medical examination by its appointed medical adviser in order to assess your condition.

11. TERMINATION OF EMPLOYMENT

Either party may terminate this Agreement and your employment by giving to the other not less than sixty days in writing.

The Company may, after notifying you in writing, elect to make a payment in lieu of notice. Any waiver of your obligation to provide the Company with notice as mentioned in Clause 12.1, shall be at the sole discretion of the Company.

11.1 During any period of notice you shall only be entitled to receive your gross salary pursuant to clause 7.

11.2 During any period of notice, regardless of whether you are required to work, take garden leave or receive it as a payment in lieu, you shall only be entitled to receive your gross salary pursuant to clause 7.

11.3 The rights of the Company to terminate this Agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay, permanent health insurance (if applicable) or any other benefits under this Agreement.

11.4 The Company shall be entitled to terminate your employment immediately and without notice if you commit any serious breach of your duties or are guilty of any negligence, dishonesty or gross misconduct.

12. RIGHTS AND OBLIGATIONS DURING ANY PROCEDURE AND YOUR NOTICE PERIOD

12.1 If the Company requires you to engage in any of its procedures (e.g. disciplinary, grievance, redundancy) or to serve your period of notice, it shall be entitled to request that you stop work and remain at home during all or part of any such procedure or period of notice.

12.2 During such procedure or period of notice, you shall: immediately return any Property; perform such duties as the Company shall direct; not contact any Client, Prospective Client, Key Employee or Supplier; and continue to observe the terms of this Agreement, in particular Schedule 2.

13. OBLIGATIONS UPON TERMINATION

13.1 On the termination of your employment for whatever reason you shall:

13.1.1 immediately return to the Company or any Group Company its Property;

13.1.2 observe and remain bound by the post termination obligations set out in Schedule 2 (and you agree to provide the Company with such undertakings and/or evidence as it may request to confirm that you are observing or have observed your obligations under Schedule 2);

13.1.3 not at any time make any untrue, disparaging or misleading oral or written statements about the Company or any Group Company, or its or their directors, officers or employees, or at any time represent yourself to a third party as still being employed or connected with the Company or any Group Company.

14. EXPENSES

The Company shall reimburse you for all reasonable travelling, accommodation, entertainment and other out-of-pocket expenses necessarily incurred by you during your employment in the proper performance of your duties under this Agreement. Reimbursement of expenses is subject to you providing valid receipts or such other appropriate evidence of payment as the Company may require.

15. DATA PROTECTION

During your employment the Company will collect and process information relating to you in accordance with the laws. You hereby give your explicit consent to the Company or any of its Group Company to collect, receive, store, handle, process any such personal and/or sensitive personal data or information having the meaning prescribed by the Information Technology (Reasonable security practices and

procedures and sensitive personal data or information) Rules 2011 or any other applicable laws in force, for lawful purpose connected with a function or activity of the Company's administration, management and operation of your employment (including but not limited to payment of wages and maintenance of attendance, performance and conduct records).

16. CHANGES TO YOUR TERMS OF EMPLOYMENT

The Company reserves the right to make reasonable changes to the terms of this Agreement by serving written notice on you in accordance with the applicable laws.

17. GENERAL PROVISIONS

17.1 Any reference to a particular law is a reference to it as it is in force for the time being and shall include any past, current or future amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

17.2 This Agreement replaces all and any previous documents, contractual or discretionary arrangements that you may have agreed or had in place with the Company, unless the Company confirms otherwise in writing.

17.3 The provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement or the application thereof is found to be void, illegal or unenforceable to any extent under applicable law, such provision shall be fully severable from the rest of the Agreement and the remainder of the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and, in lieu of such illegal, invalid, or unenforceable provision, there shall be added as a part of this Agreement a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with Indian law and the parties agree to submit to the exclusive jurisdiction of the Indian Courts in Mumbai as regards any claim or matter arising in respect of this Agreement.

19. BACKGROUND CHECKS

Our employment agreement is conditional upon satisfactory feedback from your references and necessary background, academic, medical, credit/financial and criminal checks. The Company reserves the right to withdraw this offer or otherwise terminate your employment without any obligation whatsoever, in the event it is found that any background information you have submitted is false or unsatisfactory

20. DUTIES AND RESPONSIBILITIES

You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company and you shall perform your duties with diligence, devotion and discretion. You shall perform such duties as are normally associated with your title/designation. You may be required to perform other duties as required by the Company from time to time. You will comply with all directions given to you by the Company and dutifully and faithfully observe all the rules, regulations, and arrangements applicable to you.

21. RESTRICTIONS

Unless specifically authorized in writing by the Company, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

22. FITNESS

During the term of your employment with the Company, you are required to be physically and medically fit to perform the services assigned to you from time to time. As to whether you are fit to perform the services, is an issue which will be professionally determined by the Company and you shall be bound by such determination. You may be required to undergo periodical medical examination with a Company designated medical practitioner, as and when intimated to you by the Company.

23. TRANSFER, TRAVEL, ETC.

The Company may, at its sole discretion, second, depute, assign and/or transfer you to any other office of the Company in India or overseas or to any affiliates of the Company or to any third parties. The Company may also require you, from time to time, to travel to locations in India or overseas and work out of client's sites. The Company may also require you to engage in travel on behalf of the Company, and to work outside of normal working hours as may be depending upon the nature of the business of the Company. You expressly agree to accept such travel and hours of work without additional compensation. Reasonable and necessary professional expenses for travel and lodging, incurred by you, in furtherance of Company business, shall be reimbursed to you in accordance with the standard policies of the Company, as in effect from time to time, upon presentation of documentary evidence that is acceptable to the Company. You are expected to apply due diligence while submitting your claims for reimbursement of actual expenses and in case of any query from any authorities, the onus of explaining/justifying the same would rest entirely upon you and the Company would, in no way, be responsible for any liability whatsoever in this regard.

24. INDEMNITY

You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your employment or negligent performance of your duties as expected from you while in employment of the Company.

25. OTHER EMPLOYMENT

Since it is an offer for full-time employment with the Company, while in the employment of the Company, you will not (i) be employed in any other organisation on a permanent, temporary or part time basis, (ii) offer your services with or without consideration to any physical person, legal entity or public authority, (iii) be occupied in your own business, or (iv) work for or have any interest directly in any other company or business or undertake any activity which might interfere with the proper performance of your duties to the Company or be in conflict with the Company's interests, as may be determined by the Company in its sole discretion.

26. DISCLOSURE OF CONFLICTS

You are required to disclose in writing to the Company all of your business interests, if any, whether or not they are similar to or in conflict with the business(es) or activities of the Company and all circumstances, in respect of which there is or there might in the future be a conflict of interest between the Company and you or any of your immediate relatives. You agree to disclose fully to the Company in writing any such

interests or circumstances which may arise during your employment immediately upon accruing of such interest or occurring of any such circumstances.

27. PREVIOUS EMPLOYMENT

Our offer is also contingent upon your certification that there are no contractual conditions that will prevent you from performing the responsibilities of this offered position. Having left your former employer, it is expected that you did not take any of your former employer's (a) files, (b) clients or customer files or lists, (c) vendor, contractor or consultant files or lists or (d) employee files. If you took any of these types of files from your former employer, then it is required that you to return them to your former employer immediately and before joining the Company.

Furthermore, it is expected that when you left your former employer you did not (x) initiate contact or solicit your former employer's clients, or customers for the purpose of encouraging them to terminate their relationship with your former employer, (y) initiate contact or solicit your former employer's vendors, contractors, or consultants for the purpose of encouraging them to terminate their relationship with your former employer and (z) initiate contact or solicit your former employer's employees for the purpose of encouraging them to terminate their employment with your former employer.

We also expect that during your employment with the Company you will not violate any employment agreement, confidentiality agreement, covenant not to compete agreement, or other agreement between you and any of your former employers. By signing this letter, you confirm that you are not in violation of any agreement or contract with any former employer. The Company reserves the right to withdraw this offer or otherwise terminate your employment without any obligation whatsoever in the event it determines or believes that any contractual or other obligations may limit your ability to engage in activities for the Company.

If you wish to accept our offer, please electronically sign this letter and annexures in 2 weeks. This offer shall automatically lapse unless you confirm your acceptance of it within the prescribed time. On acceptance of this offer for employment, you will be engaged on a full-time basis from 29 July 2024 or such later date as may be indicated to you by the Company.

Should you accept this offer, you are requested to provide the Company with your Permanent Account Number (PAN), a copy of PAN card, a copy of your Aadhar card and Provident Fund details (if applicable) on your first day of employment.



Signed by Dave Kothari

Managing Director, Global Business Solutions

For and on behalf of the Company
Dated 10 July 2024

AGREED AND ACCEPTED

I hereby accept the terms and conditions of this offer for employment with the Company and agree to join on 29 July 2024 or such later date as may be communicated to me by the Company. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

SCHEDULE 1

DEFINITIONS

For the purposes of this Agreement and the attached Schedules, the following definitions shall have the following meanings:

'Business': the business of providing consultancy services in relation to valuation advisory, fixed-asset valuation, portfolio valuation, corporate finance, business investigations, cyber security, taxation and other business services and any business of the Company or any Group Company at the Termination Date and with which you were involved to a material extent in the twelve months immediately preceding the Termination Date.

'Client': any person, firm or company who is or was a customer or client of the Company or any Group Company during the last twelve months of your employment and with whom you had material contact or dealings during such period.

'Confidential Business Information': any information of a confidential or secret nature belonging to or concerning the Company or any Group Company (including but not limited to trade secrets, know-how, inventions, drawings, designs, plans, lists, processes, formula, specifications, notations, improvements, software, software documentation or any form of record (whether electronic or otherwise), computer data, business information, customer information, financial information, technical information, personnel information (including but not limited to social security and tax numbers, expense reimbursements, bank account details, variable compensation, commissions and bonuses, performance incentives, salaries and dividends), business strategies and processes, redundancies or layoffs, office closures, offshore payments, investments, new buyouts or selling of companies or assets, prices, discounts, marketing, current and future business strategy and tactics, marketing strategies, the development of new products, production of design secrets, research and development, technical design and specifications of the Company's or any Group Company's products, suppliers, distributors, business connections, and any price-sensitive information, customer lists, supplier lists, details of contracts with or requirements of customers and suppliers) whether or not recorded in written, oral, visual or electronic form, or on any magnetic or optical disk or memory and wherever located, and which is information not readily ascertainable to persons not connected with any Group Company or its clients or which is not in the public domain.

'Employment Intellectual Property': all Intellectual Property in any Employment Invention, works, processes, methods, data, products and/or materials produced, invented, created, conceived or discovered by you (whether alone or with any other person) in the course of or in connection with your employment with the Company (whether or not during working hours or using any Company or Group Company premises or resources, and whether or not recorded in material form);

'Employment Invention': means any discovery, invention, idea, development, process, innovation or improvement made, created, devised or discovered wholly or partially by you in the course of your employment by the Company or which in any way relates or may be related to any product, materials, service, work, method, method or process of the Company or any Group Company or to any Confidential Business Information or which is capable of being used in the business of the Company and/or any Group Company (irrespective of whether (a) it was so made, created, devised or discovered during normal working hours or using the premises, facilities or resources of the Company or any Group Company (b) it is recorded in material form;

'Group Company': in relation to the Company, means the Company and each parent undertaking of the Company and each subsidiary undertaking of the Company and the parent undertaking; or any other undertaking which is directly or indirectly owned or controlled by another undertaking in the same group of companies or associate company as defined under the Companies Act, 2013. For these purposes, an undertaking shall be treated as being owned or controlled by another if that other undertaking has fifty per cent (50%) or more of the votes in such undertaking or is able to direct its affairs and/or to control the composition of its board of directors or equivalent.

'Holiday Year': the calendar year from 1 January through to 31 December.

'Intellectual Property': means all intellectual property rights of any nature throughout the world (whether currently in existence or otherwise and whether vested or contingent and including any renewals or extensions) including without limitation copyright, moral rights, rights in the nature of copyright, trade secrets, patents, rights to inventions, utility models, design rights, database rights, trademarks, service marks, logos, trading and business names, rights in internet domain names, know-how, confidential information, unfair competition rights, rights in get-up, rights in goodwill, rights to sue for passing off, semiconductor topography rights (in each case whether registered or not and including all applications or rights to apply) and all rights or forms of protection of a similar nature or having equivalent or similar effect in any part of the world.

'Key Employee': any person who, at the Termination Date, is employed or engaged by the Company or any Group Company:

- at a senior or key level or at a level at least equal to your level and who was a person with whom you had material contact during the last twelve months of your employment; or
- in a position which reported directly to you either at the Termination Date or at any time during the last twelve months of your employment.

'Property': all and any property of the Company, including but not limited to Confidential Business Information, keys, security passes, mobile phone, credit card, equipment, laptop or computer.

'Prospective Client': any person, firm or company who, either six months' prior to or at the Termination Date, the Company or any Group Company were, or are, in discussions or negotiations with for the purposes of them becoming a client and with whom you had material contact or dealings during such discussions or negotiations.

'Restricted Territory': means (a) India; or (b) any other country in which the Company has business interests on the Termination Date and where you were involved to a material extent in the last twelve months of your employment by reason of your role, work and duties.

'Supplier': any person who is a supplier or trade connection of the Company or any Group Company at the Termination Date and with whom you had material contact during the last twelve months of your employment.

'Termination Date': the date of termination of your employment.

SCHEDULE 2

TRUST AND CONFIDENCE AGREEMENT

1. CONFIDENTIALITY

1.1 Other than as required for the proper performance of your duties as authorised by the Company, you

shall during your employment with the Company, and at all times after the Termination Date:

1.1.1 keep confidential and not reveal or disclose or otherwise utilise any Confidential Business Information;

1.1.2 use your best endeavours to prevent the unauthorised use or communication by any person, company or organisation (including your colleagues and any of the Company's manufacturers, suppliers and customers) of any Confidential Business Information;

1.1.3 inform the Company immediately upon becoming aware, or suspecting, that any person, company or organisation (including your colleagues and any of the Company's manufacturers, suppliers and customers) knows or has used any unauthorised Confidential Business Information;

1.1.4 not make or use any copies or records of any Confidential Business Information in any form;

1.1.5 not use any Confidential Business Information for your own purposes or those of any third party; and

1.1.6 keep all Confidential Business Information you access secure and inaccessible to third parties who are not authorised to view it.

1.2 You agree:

1.2.1 that you are responsible for ensuring the security of any Confidential Business Information in your home and whilst you are working both at and outside the Company's premises; and

1.2.2 to comply with the Company's policies from time to time in force regarding (i) data protection and the retention and use of personal information and (ii) the use of information technology and electronic communication systems.

1.3 All Confidential Business Information, including copies of it in any medium, is the property of the Company (or any Group Company where appropriate) and immediately upon the termination of your employment, or the Company's request at any time during your employment, you will:

1.3.1 hand over all Confidential Business Information and any copies thereof to your direct manager or their superior, provided that such person is authorised to handle that Confidential Business Information;

1.3.2 permanently and irretrievably delete any Confidential Business Information stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites and any associated copies which are in your possession or under your control; and

1.3.3 provide a signed statement that you have complied fully with your obligations under this paragraph;

1.4 Unless the Company gives its prior written consent or it is within the ordinary course of your employment and required for the proper discharge of your job duties, you may not at any time during your employment with the Company (or permit or authorise any third party to):

1.4.1 publish to a third party any Confidential Business Information or any opinion, fact or material relating to or connected with the business of the Company or its clients, customers or suppliers in so far as this relates to any Confidential Business Information; or

1.4.2 write or contribute (whether or not under your own name) to any book, newspaper or journal article or any television or radio broadcast or any blog or online media (in each case) so far as this relates to Confidential Business Information.

1.5 You may not at any time during or after your employment with the Company make any derogatory or disparaging statements concerning, or statements which might reasonably be expected to damage, the reputation or interests of the Company, its Group Company or its or their directors, officers or employees (or permit or authorise any third party to do so) if you could save your vested interests in any other reasonable way.

1.6 The obligations contained in this paragraph do not affect your common law duties or your applicable statutory rights.

2. INTELLECTUAL PROPERTY

2.1 You shall immediately upon its creation or discovery notify the Company in writing of: (i) the general nature of any Employment Invention and (ii) the creation or coming into existence of any other Employment Intellectual Property.

2.2 The ownership of any Employment Invention shall, as between you and the Company, belong to the Company.

2.3 You shall:

2.3.1 promptly provide to the Company full written disclosure of any Employment Invention whenever required by the Company to do so (whether or not during your employment with the Company); and

2.3.2 apply or join with the Company, any Group Company or any other person(s) (as requested by the Company) in applying for letters patent or other equivalent protection in India and in any other part of the world for such Employment Invention and unconditionally do such things and execute such documents as the Company may reasonably request.

2.4 The Company shall be solely and exclusively entitled to the entire and unencumbered legal and beneficial interest throughout the world in and to all Employment Intellectual Property and all materials embodying any of the foregoing. To the extent that (notwithstanding the foregoing) any such Employment Intellectual Property does not vest automatically in the Company, you shall hold it on trust for the Company.

2.5 You undertake to immediately and unconditionally execute all documents and do all things as the Company shall require for the purpose of confirming and assuring in the name of the Company or any Group Company any Employment Intellectual Property and/or maintaining or protecting any Employment Intellectual Property and/or registering any Employment Intellectual Property in the name of the Company or any Group Company, including waiving any statutory moral right therein as referred to in paragraph 2.6.

2.6 You irrevocably waive all your present and future moral rights and similar rights of any nature throughout the world in or to any of the Employment Intellectual Property in favour of the Company (and any Group Company) and for the avoidance of doubt this waiver shall extend to the licensees and successors in title of the Company (and of any Group Company).

2.7 You accept and agree that no further compensation other than that provided for in this Agreement shall or may become due to you in respect of your compliance with this paragraph 2.

2.8 You shall not without the prior written consent of the Company directly or indirectly register any Employment Intellectual Property or attempt to do so.

2.9 All rights and obligations under this paragraph 2 in respect of any Employment Intellectual Property shall continue in full force and effect after the termination of your employment for whatever reason and

shall be binding upon your personal representatives.

2.10 You hereby irrevocably appoint the Company to be your attorney to execute all documents and do all things necessary or desirable for the purpose of giving the Company and/or any Group Company the full benefit of this paragraph 2. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this paragraph shall be conclusive evidence that such is the case so far as any third party is concerned.

2.11 You agree at all times during the course of your employment with the Company to inform the Company of any actual, suspected or threatened infringement of any Intellectual Property belonging to the Company or any Group Company as soon as the same becomes known to you and, at the reasonable cost and expense of the Company, to unconditionally render such assistance as the Company may request to restrain such further infringement, to enforce such Intellectual Property against third parties, to apply for the registration of any such Intellectual Property and to defend any claim made against the Company and/or any Group Company of infringement of third party Intellectual Property.

2.12 You acknowledge that, because of the nature of your duties and the particular responsibilities arising from the nature of your duties, you have and shall at all times while employed by the Company a special obligation to further the interests of the Company and each Group Company.

3. PROTECTIVE COVENANTS

Non solicitation or dealing with clients

3.1 You will not, for a period of twelve months after the Termination Date, whether directly or indirectly, for yourself or with any person, firm or company, solicit or deal with, or approach or accept any business or trade of, a Client or Prospective Client for the provision of services which compete with the Business.
Non solicitation of employees

3.2 You will not, for a period of twelve months after the Termination Date, whether directly or indirectly, for yourself or with any person, firm or company, solicit, approach, engage, employ or offer employment to, a Key Employee, or in any way try to influence a Key Employee to leave the Company or any Group Company.

Suppliers

3.3 You will not, at any time after the Termination Date, whether directly or indirectly, for yourself or with any person, firm or company, interfere with or in any way conduct yourself so as to damage or significantly affect the Company's, or any Group Company's relationship or terms of trade with any Supplier.

General

3.4 The restrictions set out in this paragraph apply whether you are acting for your own benefit or on behalf of any person and whether you act directly or indirectly.

3.5 If you are required to serve any period of notice as garden leave, such period shall be set off against any period of the covenants under paragraphs 3.1 to 3.2 above.

3.6 If any or part of the obligations under paragraphs 3.1 to 3.2 are held to be unenforceable or void but would not be so if some part of it were deleted or modified or varied then the provision shall apply with such deletion, modification or variation as is necessary to make it valid and effective.

4. INTERESTS IN OTHER BUSINESSES

During your employment you shall not be engaged, concerned or have an interest in any other business, trade or occupation except:

4.1 with the Company's prior written consent; or

4.2 where you hold a business interest for investment of up to three per cent of any class of securities quoted or dealt in on a recognised stock exchange; or

4.3 where such engagement, concern or business interest does not (a) conflict or compete with the business of any Group Company and (b) interfere with the proper performance of your duties under this Agreement.

SCHEDULE 3

TRAINING REPAYMENT AGREEMENT

As part of your employment with Kroll you may be required to undergo training as deemed necessary by your manager. This training may take place at any of Kroll's global locations, at the discretion of your manager.

In consideration of the Employer meeting the costs of the training and associated travel, which will be clearly documented at the time of booking, the Employee undertakes to reimburse to the Employer the Costs if he/she resigns from the employment of the Employer either after booking, but prior to completion of the training or within eighteen (18) months after the end of the training period.

In the case of early resignation by the Employee, the Employee will agree to an appropriate repayment schedule of the training costs. If this is not possible however, to the extent permitted by law, the Employee agrees that the Employer may deduct a sum equal to the whole or part of the Costs due in accordance with the terms of this Agreement from his/her wages or from any other allowances, expenses or other payments due to the Employee.

Any agreed repayment schedule will be in line with the following terms:

- i) Resignation within 6 months of training completion, employee will be responsible for repaying 75% of the total expenses.
- ii) Resignation within 6 to 12 months of training completion, employee will be responsible for 50% the total expenses.
- iii) Within 12 to 18 months of training completion, employee will be responsible for 25% of the total expenses.

It is understood however that any repayment amount due will not exceed the amount of USD \$4,000.00

The amount due to the Employer under the terms of this Agreement is a genuine attempt by the Employer to assess its loss as a result of the termination of the Employee's employment and takes into account the derived benefit to the Employer. This Agreement is not intended to act as a penalty on the Employee upon termination of his/her agreement.

The Employer recognises that in some cases, extenuating circumstance may play a role in an employee's decision to resign from their post. In such cases, the Employer will endeavour to take this into account and give reasonable consideration as to whether this impacts the need for reimbursement.

SCHEDULE 4

GROSS SALARY BREAKDOWN

Salary Breakup	Comments	Breakup	
		Full Year	Per Month
Total Salary		400,000	33,333
Basic Salary	Should be in the range of 45%-55% of CTC. The new basic cannot be lower than earlier	200,000	16,667
HRA	50% of Basic	100,000	8,333
Reimbursements	As per defined limits below		
Leave Travel Allowance	up to a max of 2 months basic	-	-
IT Reimbursement	up to max INR 100,000	-	-
Meal Vouchers	NIL or INR 1100 or INR 2200 per month	-	-
City Compensation Allowance	Balancing Figure - This cannot be negative or higher than Basic Salary	76,000	6,333
Employer contribution to Provident Fund (If opted) #	Either INR 1800 per month or 12% of Basic per month \$	24,000	2,000
NPS	NIL or 1% to 10% of Basic Salary (min INR 500)	-	-
	Total	400,000	33,333

Annual Variable Incentive

A discretionary performance bonus will be awarded in March subject to eligibility, company performance and your individual performance.

Other Benefits & Reimbursement Policy

Below is a short summary of key benefits and reimbursement policies. Detailed information is available in the respective policy documents which covers eligibility and plan details. Benefits are reviewed from time to time and subject to change.

#	Item	Description
1	Group Medical Coverage	Coverage defined by levels, subject to plan terms INR 5 lacs for job Level 4 & below INR 7 lacs for job Level 5 & above
2	Group Personal Accident Insurance	Permanent employees are covered up to 3 times annual basic salary, subject to plan terms
3	Group Term Life Insurance	Permanent employees are covered up to 3 times annual basic salary, subject to plan terms
4	Gratuity	Applicable as per law
5.1	Corporate Phone	Device provided by the firm with a new number as a part of corporate plan
	OR	OR
5.2a	BYOD	BYOD – Device reimbursement up to INR 30,000 (one-time)
5.2b	Monthly Telephone Reimbursement	Monthly Telephone Reimbursement – INR 900 per month (recurring)
6	Remote Working Reimbursement	Up to INR 30,000 on approved items as per Agile Workplace policy
7	Internet Reimbursement	Up to INR 2,500 quarterly broadband expense reimbursement

Notes

1) Default basic salary is pegged at 50% of Gross salary. Employee has flexibility to choose between 45% to 55% (with minimum of INR 15,000) or based on applicable policy on given point in time

2) HRA is fixed at 50% of Basic salary

3) Gross salary is inclusive of Employer PF contribution. Default PF is pegged at 12% of Basic Salary. Employee has choice of 12% of basic salary or INR 1800 per month as contribution to PF. Note, PF contribution cannot be lower than prior year's contribution

4) Employee can allocate to Flexible Benefit Plan which is optional as follows.

- a) Up to a maximum of two months basic can be claimed. LTA claims for domestic travel with family are exempt twice in a block of four calendar years. Read income tax act for more details
- b) Employees can opt for IT Reimbursement up to a max. of INR 100,000 p.a. provided it is within the overall FBP limits. This can be used to purchase additional Tablet PC or desktop for work purposes.
- c) Employees can opt for Meal Vouchers within the overall FBP limits. Please note, the elected amount will be credited to the Sodexo card directly

5) City Compensatory allowance is a balancing figure.

6) The NPS elected amount will get credited to the NPS account directly monthly.

7) Applicable Deductions: Employee contribution to PF / Professional Tax / Applicable Income Tax / Any other Statutory deductions

8) All the above amounts are based on a full year of service and the amount payable to you would be determined pro-rata based on the number of days that you serve with the Company during the applicable financial year.

9) Please note, you need to update your Gross salary structure on the portal of payroll vendor within timeframe announced by Human Capital. In case of no response, default Gross salary breakup would be updated on your behalf which will be applicable till the end of financial year.