



Registered Office Address: Bellandur Village, Varthur, Hobli, 502, 5th Floor, Campus 1C, Ecospace, Sarjapur Outer Ring Road, Bengaluru, Karnataka - 560103, India

THIS AGREEMENT is made on **10 October, 2023**, between

BDO RISE PRIVATE LIMITED, an Indian company limited by shares duly incorporated under the Companies Act, 2013, having its registered office address at ***Bellandur Village, Varthur, Hobli 502, 5th Floor, Campus 1C, Ecospace, Sarjapur Outer Ring Road, Bengaluru, Karnataka - 560103, India*** (hereinafter called '**BDO RISE**', the '**Employer**' or the '**Company**,') which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the one part;

And

Dhanyatha Gopika, an Indian national, (hereinafter called '**THE EMPLOYEE**', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her executors, administrators, legal heirs and representatives) of the other part.

The Employer and the Employee are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. **WHEREAS** the Employer is a private limited company duly registered and operating in accordance with the provisions of the applicable laws of India;

B. **WHEREAS** the Employer wishes to engage the services of the Employee as "**Independence Associate**";

C. **WHEREAS** the Employee agrees to serve the Employer on the terms and conditions contained in this Agreement.

IT IS NOW AGREED as follows:

1. COMMENCEMENT OF EMPLOYMENT RELATIONSHIP

- a. The Employee agrees to work for the Employer and the Employer agrees to engage the services of the Employee as '**Independence Associate**' in accordance with the provisions of this Agreement. The description of the job title and the duties of the Employee as '**Independence Associate**' will be as may be communicated to the Employee from time to time in the sole discretion of the Company keeping in view the business exigencies and qualification/training of the Employee ("Job Description").

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- b. The Employee's employment with the Employer will begin on **30 October, 2023** and shall continue, subject to the remaining terms of this Agreement.
- c. The Employee's probation period will be completed on **27 April, 2024**. The Employer may, at its discretion, extend this probationary period for a further period if situation demands. During this probationary period, the Employee's performance and suitability for continued employment will be monitored. Employees will be deemed as confirmed upon completion of the probation period unless otherwise communicated. In case the performance does not meet expectation, probation period for the employee may be further extended by issuing a probation extension letter. The probation period shall be subject to the terms of the Probation and Confirmation Policy.

2. CONDITIONALITY

The Employee's employment with the Employer is conditional upon the Employee having the right to work in India and producing such documentation as the Employer may require in this regard from time to time. If the Employee ceases to fulfil the criterion required under applicable law for working in India, the Employer may terminate the Employee's employment immediately without notice or payment in lieu of notice.

In addition, the Employee's employment (or continued employment) with the Employer is subject to the Employee's completion of, to the Company's satisfaction, comprehensive background screening procedures, including without limitation, education, employment, residence, identity and other verifications; criminal records and civil database checks; and various compliance authority checks. The Employee agrees to provide to the Company and/or any background screening service provider of the Company all information necessary to conduct such background screening procedures, and hereby represents and warrants that such information provided is and will be accurate and complete. The Employee further consents to the collection, storage and independent verification of the information provided to the Company and/or any background screening service provider of the Company by the Employee for such employment purposes in terms of Clause 29 of this Agreement.

3. WARRANTY OF EMPLOYEE

The Employee warrants and represents that he is entitled to work in India and further undertakes to notify the Employer immediately if he/she ceases to be so entitled at any time during his/her employment with the Employer.

4. OTHER EMPLOYEE OBLIGATIONS

The Employee warrants that at the time of signing this Agreement the Employee does not have any employment obligations or obligations towards any other third persons or entities, and that no such circumstances exist, that could prevent or restrict him/her from performing his/her duties in the Company (including, without limitation, any non-competition obligation enforced by former employer). In case the Employee becomes familiar with or any such

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circumstances arise after signing this Agreement or at any time during his/her employment with the Company, the Employee undertakes to immediately inform the Company and indemnify the Company against any losses, claims, costs, damages, liabilities or expenses which the Company may incur as a result of the Employee's breach of any obligations with any former employer or any third party.

5. The Employee shall report to **Managing Director** or such other person as may be authorised by the Company and notified to the Employee from time to time. The job title of the Employee shall not limit the Employee's duties to the duties specified in the Job Description assigned to his/her job title/role in the Company, which may in addition to the duties mentioned therein include such other duties that would reasonably be expected to fall within his/her job title and as may reasonably be assigned to the Employee from time to time.

6. **GENERAL DUTIES OF THE EMPLOYEE**

In addition to the Job Description, the Employee undertakes to:

- a. Conscientiously carry out his/her work;
- b. Observe and work towards the fulfilment of the corporate interests and business goals of the Employer and goals agreed for his/her job position;
- c. Observe and satisfy the Employer's demands and adhere to its instructions relating to the fulfilment of contractual and other obligations arising from the employment relationship, including the internal work instructions, which define performance of work assignments, work discipline, co-worker relationships, arrival at work, leaving work and other matters relating to technological order and work discipline;
- d. Perform his/her tasks in accordance with Company policy and regulations and agreed-on work procedures in accordance with professional standards;
- e. Maintain up-to-date overview of his/her work, including documentation of the procedures and results of his/her own work and documentation of the project where he/she is a participant or a leader in a way that the complete documentation is available for the review of the Employer at all times;
- f. Seek the guidance of his/her supervisor in the performance of his/her tasks if he/she does not have appropriate instructions or lacks knowledge in any task assigned to him/her;
- g. Ensure mentoring and know-how sharing and transfer between co-workers;
- h. Keep himself/herself informed about the latest developments in the area of his/her expertise and engage in self-directed learning with the aim of improving his/her task performance;

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- i. Professionally, perform work assignments, meet Company and client deadlines and achieve expected work results;
- j. Use work assets and equipment in an economically viable and responsible way;
- k. Respect and implement the regulations on safety and health at work and work carefully in order to protect his/her own and co-workers' life and health;
- l. Respect and implement the regulations and special written and oral instructions of the Employer on fire safety measures;
- m. Maintain order and cleanliness in the work environment;
- n. Prepare proposals for improving work results and improving utilization of work assets;
- o. Inform the Employer of relevant circumstances which affect or might affect the fulfilment of his/her contractual obligations;
- p. Inform the Employer of any threatening danger to life or health and about the occurrence of material damage he/she notices at work;
- q. Inform the Employer of any work injury;
- r. Refrain from all actions which may, cause any damage to or harm the business interests of the Employer;
- s. Build good attitude with customers, business partners and co-workers;
- t. Ensure orderliness at work;
- u. Create and protect Employer's goodwill; and
- v. Adhere to the general policies, regulations and rules of the Employer, including without limitation, the anti-harassment policy.

7. DUTIES OF THE EMPLOYER

The Employer hereby undertakes to:

- a. Ensure compliance with the terms of this Agreement;
- b. Pay salary to the Employee in accordance with the provisions of this Agreement;
- c. Ensure conditions for safety and health of the Employees in accordance with applicable law;
- d. Respect and protect privacy and personal information of the Employee in accordance with applicable law.

8. SALARY

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- a. The Employer shall pay the Employee an Annual CTC of **INR 4,50,000 (Rupees Four Lacs Fifty Thousand Only)** subject to applicable withholding taxes and other statutory deductions as are required by law.
Employee may also be eligible for a discretionary performance bonus in an amount at the sole discretion of the Employer.
- b. The salary shall be payable by wire to the Employee's bank account or by any other banking channel in equal monthly instalments in arrears on the last day of each calendar month.
- c. The salary will be reviewed annually and may be revised from time to time at the Company's sole discretion without affecting the other terms of the employment. There is no obligation on the Company to award an increase. There will be no review of the salary after notice has been given by either Party to terminate the employment.
- d. The Employee hereby authorizes the Employer to deduct from the salary or other sums owed to the Employee any sums which the Employee owes to the Employer from time to time.

9. WORK HOURS

The Employee undertakes to devote his/her time, effort, knowledge and skills in the Employment of the Company. The company has 5 days per week working pattern, unless otherwise is required from the Employee, and the hours of work shall not exceed 9 hours in any given day. However, working days and hours may vary from time to time as per the decision of the Employer taken in accordance with the applicable or prevalent laws in the country.

10. LOCATION OF WORK

The Employee will perform the work from the Employer's business premises at **Bellandur Village, Varthur, Hobli 502, 5th Floor, Campus 1C, Ecospace, Sarjapur Outer Ring Road, Bengaluru, Karnataka - 560103, India** and, if required, from any other place within India. The place of performance of work may vary from time to time as indicated by the Employer in accordance with the applicable or prevalent laws in the country.

11. BUSINESS EXPENSES

Business travel, accommodation, mobile phone bill and other authorised and approved expenses which are properly and necessarily incurred by the Employee during the course of the Employee's employment hereunder will be evidenced by the Employee and reimbursed by the Employer in accordance with the Employer's expense and reimbursement policy from time to time.

12. FESTIVAL HOLIDAYS

The Employee is entitled to 10 paid festival holidays during each holiday year, as may be notified in the list of holidays to be issued by the Company at the start of the calendar year. These holidays shall lapse at the end of the calendar year.

13. LEAVES

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13.1 ANNUAL LEAVE / PRIVILEGE LEAVE (PL)

- a. The Company's annual leave year runs between 1st January and 31st December (calendar year). If an Employee's employment commences part-way through the year, his/her annual leave entitlement during his/her first year of employment shall be calculated on a pro-rata basis, rounded up to the nearest whole day.
- b. The Employee shall be entitled to 18 days' paid annual leave in each calendar year. Out of the 18 days' annual leave, any unused annual leave days in a calendar year shall be accumulated and carried forward to the succeeding calendar year, subject to a maximum of 12 days of the unused leave.
- c. The duration of any particular period of annual leave and the dates of leave shall be at the discretion of the Employer.
- d. The Employee shall give sufficient notice to the Employer of any proposed leave dates and these must be agreed by the Employer in writing in advance.
- e. If on termination of his/her employment, the Employee has or is likely to have any accrued but untaken holidays, then the Employer may either: (a) require the Employee to take any accrued but untaken holidays during his/her notice period; or (b) make a payment to the Employee in lieu of such accrued but untaken holidays. If on the termination of his/her employment, the Employee has taken more holidays than his/her accrued entitlement on the date of termination of his/her employment, the Employer shall be entitled to deduct the appropriate amount from any payments due to the Employee by the Employer.

13.2 SICK LEAVE

The Employee is entitled to 12 days of sick leave each year on account of any sickness incurred or accident sustained by the Employee or for any other reasonable cause. Any unused sick leave will expire at the end of each leave year. Employee must notify his/her immediate line manager on the first day of any sickness or the reasonable cause, stating the reason for absence and the date on which Employee is expected to return.

13.3 OTHER LEAVES

Employees are entitled for leaves as detailed company leave policy.

14. SICKNESS ABSENCE

Absence through sickness (including injuries) should be notified by noon of the first day of absence to the **Reporting Manager** and must be supported by a medical certificate (in accordance with the Company's Employee Handbook). Medical certificates must specify the period of absence suggested by the doctor and must be renewed if that period requires extension.

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15. CONFIDENTIALITY

- a. The Employee agrees not to use any Confidential Information (as defined below) disclosed to the Employee by the Employer for Employee's own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the work under this Agreement. The Employee shall not disclose or permit disclosure of any Confidential Information of the Employer or its affiliates or its clients or business associates to any third parties. The Employee agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Employer, in order to prevent it from coming in the public domain or in the possession of persons other than those persons authorized to have any such information. The Employee further agrees to forthwith notify the Employer in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Employer's Confidential Information which may come to the Employee's attention. This obligation shall be valid for the time of the employment relationship as well as after its termination, regardless of the reason for the termination of the Agreement.

- b. Confidential information for the purposes of this Agreement means any information, technical data or know-how (whether disclosed before or after the date of this Agreement) disclosed at any time by the Employer to the Employee, including, but not limited to, the policies, proposals, practices, business, marketing and all other confidential and proprietary information of the Employer not generally known to the public, including (1) the identity of clients of the Employer or clients of the Employer's affiliates (including without limitation BDO USA, LLP and any of its affiliates or firms with which it has an Alliance relationship), all information and knowledge concerning such clients such as names, addresses, tax identification numbers, trade secrets, audited and unaudited annual or interim financial statements, methods of keeping records, and information pertaining to fees billed to and paid by such clients; all records of accounting, auditing, tax, investment advisory and consulting services rendered to such clients, including workpapers, income tax returns, audit reports, reports or documents filed with any federal or state or local governmental or quasi-governmental body, or self-regulatory body; business and financial projections; the description and method of operations of such clients and information about their personnel; other accounting matters; any consultant reports or other reports evaluating or describing such clients' business or personnel in general or any particular aspect of the business; any correspondence or memoranda or reports concerning such clients; and any other document or report or writing or oral disclosure which includes important matters concerning the business or personal finances or history of such clients; (2) information relating to the Employer's personnel and any affiliate firm's personnel; and (3) information relating to the Employer's (including its affiliates') marketing efforts, including marketing plans, strategies, methodologies, database contents, and any and all information regarding current and prospective clients, including client lists and materials, to the extent any such Confidential Information is not generally known to the public. Confidential Information does not include information, technical data or know-how which: (i) is independently developed and in the

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possession of the Employee at the time of disclosure, as shown by the Employee's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of the Employee.

- c. Notwithstanding the above, the Employee shall not have liability to the Employer or any of its affiliates with regard to any Confidential Information of the Employer which the Employee can prove:
 - i. Is disclosed with the prior written approval of the Employer;
 - ii. Is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Employee shall provide prompt notice of such court order or requirement to the Employer to enable the Employer or its appropriate affiliates to seek a protective order or otherwise prevent or restrict such disclosure.
- d. The Employee agrees, except as otherwise expressly authorized by the Employer, not to make any copies or duplicates of any of the Employer's Confidential Information. Any materials or documents that have been furnished by the Employer to the Employee in connection with the employment relationship shall be promptly returned by the Employee to the Employer, accompanied by all copies of such documentation, within ten days from the (a) termination of employment of the Employee or (b) the written request of the Employer.

16. FORMER EMPLOYER INFORMATION

The Employee represents that his/her performance of all the terms of this Agreement has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or trust prior or subsequent to the commencement of the Employee's employment under this Agreement and the Employee will not disclose to the Employer, or induce the Employer to use, any inventions, confidential or proprietary information or material belonging to any previous employer or any other party.

17. NON-COMPETITION

- a. During the term of this Agreement, the Employee shall not directly or indirectly engage in any business of any kind whatsoever other than the business of the Employer. This prohibition includes but is not limited to performing any work, services or other benefits or concluding business or sharing of ideas and know-how, either for remuneration or not, for his own account or for the account of a third party.
- b. During the term of this Agreement, the Employee covenants and undertakes not to compete directly or indirectly, either alone or jointly with or on behalf of or under the employment of any third party and whether on Employee's own account or as principal, partner, shareholder,

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director, employee, consultant or in any other capacity whatsoever with the Employer, by the following means:

- i. Being engaged in or performing a competitive activity;
 - ii. Using know-how, business connections and other information gained at work or in relation to work for the Employer in connection with performing a competitive activity;
 - iii. Taking up employment with a third party with the intention of performing a competitive activity;
 - iv. Founding or acquiring shares in a company performing competitive activity other than acquiring a holding of not more than 1% in a company whose shares or securities are admitted to a recognized investment exchange;
 - v. Participating in the management board or supervisory board or as an entrepreneur, founder or shareholder in any company or as an entrepreneur pursuing a competitive activity.
- c. Competitive activity, performance of which is prohibited for the Employee shall be any: (i) business activity which is the same as or directly competitive with any activity actually undertaken by the Employer; and (ii) any such prospective activity which is included in the business plans of the Employer and in which the Employer has, invested financial sums in preparation for undertaking such activity and in each case, with which activity or prospective activity the Employee is involved or concerned or about which he is in possession of confidential information.
- d. While the aforesaid restrictions (including any defined terms) are considered by the Parties herein to be fair and reasonable in the circumstances, it is agreed that if any of them should be judged to be void or ineffective for any reason, but would be treated as valid and effective if part of the wording was deleted, they shall apply with such modifications as necessary to make them valid and effective. Each of the obligations in this section is an entire, separate and independent restriction on the Employee, despite the fact that they may be contained in the same phrase and if any part is found to be invalid or unenforceable, the remainder will remain valid and enforceable.

18. ASSIGNMENT OF INVENTIONS

- a. The Employee will give the Employer full written details of all Inventions and of all works embodying Intellectual Property Rights (*defined below*) made or conceived or developed or reduced to practice wholly or partially by the Employee, or cause to be made or conceived or developed or reduced to practice at any time during the course of his/her employment which are directly related to his/her work with the Employer or work described in this Agreement

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or any other work product that incorporates, relates to or is based on, in whole or in part, any of the Confidential Information of the Company or its affiliates or any Intellectual property owned or licensed by the Company or its affiliates. Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Employer absolutely. To the extent that they do not vest automatically and to the extent permitted by law, the Employee hereby assigns them to the Employer by way of a present assignment of all future worldwide rights.

- b. The Employee hereby irrevocably waives all moral rights under which he/she has or will have in any existing or future works referred to in this section. The Employee agrees to promptly execute all documents and do all acts (at the request and expense of the Employer) as may, in the opinion of the Employer, be necessary or desirable to give effect to his obligations in this section or to vest or evidence title in any Intellectual Property Rights in the Employer and to obtain, maintain and defend such rights in any country of the world. For the purposes of this section "**Intellectual Property Rights**" means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, semi-conductor topography rights, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; "**Inventions**" means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

19. INFORMATION DUTIES

The Employee undertakes to inform the Employer within reasonable time of any event that might influence the performance of this Agreement, particularly of the change of any personal data and personal circumstances. Should the Employee submit false information to the Employer or should the Employee not inform the Employer of the change of the information (e.g. temporary residence, information on travel orders, etc.) and the Employer consequently miscalculates the salary or any other income arising out of the employment relationship, the Employee undertakes to reimburse the Employer for any damage caused.

20. NON-SOLICITATION

- a. Employee agrees that during the term of this Agreement and for a period of twelve (12) months immediately following the Termination Date for any reason, whether with or without cause, the Employee shall not either directly or indirectly and on his/her behalf or on behalf of, or in conjunction with, any firm, company or person : (i) solicit, induce, recruit or encourage any of the Employer's employees or consultants to terminate their relationship with the Employer, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Employer, either for himself/herself

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or for any other person or entity; or (ii) solicit any licensor to or customer of the Employer or licensee of the Employer's products, in each case, that are known to the Employee, with respect to any business, products or services that are competitive to the products or services offered by the Employer or under development as of the date of termination of the employment of the Employee with the Employer.

- b. While the aforesaid restrictions (including any defined terms) are considered by the Parties herein to be fair and reasonable in the circumstances, it is agreed that if any of them should be judged to be void or ineffective for any reason, but would be treated as valid and effective if part of the wording was deleted, they shall apply with such modifications as necessary to make them valid and effective. Each of the obligations in this section is an entire, separate and independent restriction on the Employee, despite the fact that they may be contained in the same phrase and if any part is found to be invalid or unenforceable, the remainder will remain valid and enforceable.

21. BREACH OF CONTRACT

In case the Employee is in breach of his/her obligations under this Agreement and if such breach is capable of being remedied then the Company shall give the Employee a written notice to forthwith rectify such breach and if such breach is not rectified within the period specified in the notice, then the Company shall have a right to immediately terminate the Agreement.

22. INDEMNIFICATION

By Employee

The Employee hereby agrees to indemnify and hold harmless the Employer and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with:

- i. Any reckless or intentionally wrongful act of the Employee,
- ii. Any breach by the Employee of any of the covenants contained in this Agreement made intentionally or in gross negligence, or
- iii. Any failure of the Employee to perform his/her duties in accordance with all applicable
- iv. laws, rules and regulations made intentionally or in gross negligence.

23. TERMINATION AND RETIREMENT

- a. At any time during your employment, either the Employer or Employee shall be entitled to terminate the employment subject to the notice period set forth below. The Employee may terminate the employment by giving 60 (Sixty) day's written notice or 2 (Two) month's salary which is based on annual fixed compensation, in lieu of notice to the Employer. The Employer may terminate the employment by giving 60 (Sixty) day's written notice or 2 (Two) month's salary which is based on annual fixed compensation, in lieu of notice to the Employee, subject to the release date being approved by the Employer. During the notice period, the Employee

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shall cooperate with the Employer in ensuring smooth transition and handover of responsibilities failing which the Employer shall be authorized to withhold/forfeit your dues.

- b. This Agreement will automatically terminate, as a result of retirement, upon the Employee attaining the age of 65 years.

24. PAYMENT IN LIEU OF NOTICE.

Notwithstanding anything contained in this Agreement, the Employer may, in its sole and absolute discretion, terminate this Agreement at any time after the probation period for any reasonable cause and with immediate effect by notifying the Employee that the Employer is exercising its right under this clause and that it will make within 30 days from the date of termination of employment of the Employee, a payment in lieu of notice (**Payment in Lieu**). This Payment in Lieu will be based on the Annual fixed compensation (as at the date of termination) which the Employee would have been entitled to receive under this Agreement during the notice period referred to in Clause 23 (or, if notice has already been given, during the remainder of the notice period) less withholding taxes. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

- i. Any bonus, stock options or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
- ii. Any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
- iii. Any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

25. TERMINATION WITHOUT NOTICE

Subject to the provisions of the applicable laws, if any, the Employer may also terminate this Agreement at any time with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

- a) Fails to satisfactorily complete, to the Employer's satisfaction, his/her comprehensive background screening checks;
- b) Is guilty of any gross misconduct affecting the business of the Company or its affiliates;
- c) Commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Employer;
- d) In the reasonable opinion of the Employer, negligent and incompetent in the performance of his duties;

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- e) Is declared bankrupt or makes any arrangement with or for the benefit of his/her creditors or has a county court administration order made against him/her;
- f) Is convicted of any criminal offence (other than an offence under any road traffic legislation) or any offence under any regulation or legislation relating to insider dealing;
- g) Ceases to hold the professional qualifications needed for performance of his/her tasks under this Agreement;
- h) Becomes of unsound mind or a patient under any statute relating to mental health;
- i) Ceases to be eligible to work in India;
- j) Is guilty of any fraud or dishonesty or provided false information or acts in any manner which in the opinion of the Employer brings or is likely to bring the Employee or Employer into disrepute or is materially adverse to the interests of the Employer;
- k) Fails to adhere to the anti-harassment policy of the Employer, as revised from time to time;
- l) Is in breach of the Employer's anti-corruption and anti-bribery policy and related procedures and/or the applicable anti-corruption and anti-bribery laws, including but not limited to, the Prevention of Corruption Act, 1988 and the Foreign Corrupt Practices Act of 1977;
or
- m) Is guilty of a serious breach of any rules issued by the Employer from time to time regarding its electronic communications systems.

26. OBLIGATIONS ON TERMINATION

26.1 On termination of the employment, howsoever arising, the Employee shall immediately resign, without any claim for compensation, from any directorships in the Employer or any group company or from any position which he/she holds as a trustee in relation to the business of the Company or any group company.

26.2 The Employee hereby irrevocably appoints the Employer to be his/her attorney to execute any such instrument or thing and generally to use his/her name for the purpose of giving the Employer or its nominee the full benefit of the previous sub-section of this Clause.

27. RETURN OF MATERIALS

The Employee agrees that, at the time of termination of the employment, the Employee will deliver to the Employer (and will not keep in his/her possession, recreate or deliver to anyone else) any and all laptop computers, related peripheral accessories, equipment, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings,

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blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by the Employee during the course of his/her employment or otherwise belonging to the Employer, its successors or assigns. The Employee further agrees that any property situated in the Employer's premises and owned by the Employer, including drives, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Employer's personnel at any time with or without notice.

28. REGULATIONS

The Employee must comply with the employee handbook, all rules, regulations, codes of practice, codes of conduct, policies and procedures that relate to the Company, existing or as may be introduced by the Company and amended from time to time, including without limitation, the anti-harassment policy. The Company may change its employment processes, benefits or policies, at any time at its sole discretion. The Employee shall be responsible for complying with the same at all times. In the event of any conflict between the provisions of this Agreement and any policy of the Company, the policy shall prevail.

29. DATA PROTECTION AND INFORMATION SYSTEMS

- a. The Employer (directly and/or through any service provider) shall process information about the Employee for legal, personnel, remuneration, pre-employment vetting, administrative and management and other such purposes subject to the applicable laws. Furthermore, the Employee hereby explicitly consents to the holding and processing of the following personal and sensitive personal data: (a) his/her health records and any medical reports (in order to monitor sick leave, make decisions about sick pay, administer benefits, take decisions as to his/her fitness to work and/or assess the need for adjustments in the workplace); (b) information required to carry out performance evaluations, disciplinary and grievances hearings and internal investigations (including any reports, which may be submitted anonymously, made through any whistle-blowing procedure); (c) any other information relating to education history, employment history, criminal proceedings in which he/she has been or is involved and any governmental or public records (for insurance purposes, pre-employment vetting and/or to comply with legal requirements and obligations to third parties). The Employer may make such information available to any affiliate, advisers, insurers, service or benefits providers, payroll administrators, regulatory authorities, governmental or quasi-governmental organisations, potential investors and potential purchasers of the Employer or the business in which the Employee works.
- b. The Employee hereby consents to the transfer of such information outside the European Economic Area, including, without limitations, to India and the United States. The Employee hereby consents to the transfer of such information within or outside India for legal, personnel, remuneration, pre-employment vetting, administrative and management and other such purposes described in paragraph 29(a), above, subject to compliance with the applicable laws and security requirements.

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- c. The Employee consents to the Employer monitoring and recording his/her use of the Employer's communication systems and equipment (including its telephone, mobile phone, voicemail, e-mail or computer systems) without further notice. Any use by the Employee of the Employer's communication systems and equipment shall be regarded as work related. Private communications should be conducted outside of working hours, away from the Employer's premises and without using the Employer's communication systems or equipment. The Employee acknowledges that intercepted communications may be used as evidence in disciplinary or legal proceedings.
- d. The Employee will during the course of his/her employment comply with any policies issued by the Employer from time to time relating to data protection and/or use of the Employer's communication systems. The Employee agrees to sign the Data Protection and Monitoring Consent appearing at Schedule 1 to this Agreement.

30. GOVERNING LAW

The governing Law of the Agreement shall be the Indian law and the Parties submit to the exclusive jurisdiction of the competent courts in Bengaluru, Karnataka.

31. NOTICES

31.1 The Parties accept as address of service the following addresses:

The Employer,

BDO RISE Private Limited,

Bellandur Village, Varthur, Hobli 502, 5th Floor, Campus 1C, Ecospace, Sarjapur Outer Ring Road, Bengaluru, Karnataka - 560103, India

The Employee,

Dhanyatha Gopika,

Flat #C-3931, Brigade Meadows Kanakapura Road, Salu Huse Bangalore South Udaypura Bengaluru Karnataka - 560082

31.2 A notice given to a Party under this Agreement shall be in writing in the English language and signed by or on behalf of the Party giving it. It shall be posted or delivered by hand, sent to the Party at the address given in this Agreement or by valid email address of either Party. Any such notice shall be deemed to have been received:

- a) If delivered by hand, at the time the notice is left at the address or given to the addressee;
- b) In the case of pre-paid first class post or other next working day delivery service, at 10.30 am on the second business day after posting or at the time recorded by the delivery service;
- c) In the case of pre-paid airmail, 10.30 am on the fifth business day after posting or at the time recorded by the delivery service;

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- d) If a notice is given by a valid email address, the notice is deemed to have been received: (i) when sent by the Employer, a notice shall be deemed received when the Employee shall receive a copy of signed notice through DocuSign system on Employee valid email address;
- e) When sent by Employee, a notice shall be deemed receipt when received by Employer's HR Department.

31.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

- a) All references to time are to local time in the place of deemed receipt; and
- b) If deemed receipt by post would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

32. NON-DISPARAGEMENT

During the course of the Employee's employment and following the termination of the Employee's employment, the Employee agrees to not make any statement disparaging the Company or its affiliates (including, without limitation, BDO USA, LLP), any officer, director, employee or other service provider for the Company or its affiliates, or any product or service offered by the Company or its affiliates.

33. COUNTERPARTS AND COPIES

This agreement (including Schedule 1) is made on 18 pages and Annexure A (Salary Structure) and may be executed in one or more counterparts, each of which when executed shall constitute an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic (i.e. PDF, DocuSign, EchoSign) signature by a Party shall constitute valid and binding due execution of this Agreement by such Party and advanced electronic signatures of the Parties shall be considered to be originals.

34. MISCELLANEOUS

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the Parties, relating to such subject matter either written or oral.
- b. **Severability:** The various provisions of this Agreement are severable and if any provision or identifiable part of it is held to be invalid, unlawful or unenforceable by any tribunal or court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, the Employer shall determine in good faith to replace any invalid, unlawful or unenforceable clause or provision with a suitable clause or provision which maintains as far as possible the purpose and effect of this Agreement.

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- c. **Waiver:** No failure or delay on the part of any Party in exercising any right or power under this Agreement shall take effect as a waiver of such right or power under this Agreement.
- d. **Variation:** No variation or modification or amendment of this Agreement shall be effective or binding on any Party unless it is evidenced in writing and signed by or on behalf of both Parties.
- e. **Survival:** Upon termination of this Agreement those sections that by their nature are intended to survive termination, rescission or expiration of this Agreement shall so survive, unless otherwise indicated in this Agreement.

The Employee has read and fully understands terms and conditions set forth herein, has had time to reflect on and consider the benefits and obligations of entering into this Agreement and has had the opportunity to review the terms hereof with an attorney or other representative if he or she so chooses including, without limitation, the obligation to share personal information required in context of the employment with a consent (explicit or deemed) in favor of the Company and for the Company to further share Employee information with its group companies or affiliates or services providers for delivery of employee related services, such as salary, tax calculation and deposit and such similar services.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date first hereinabove mentioned.

<p>THE EMPLOYER BDO RISE Private Limited</p>	<p>DocuSigned by:  5B6246D24CE04DB...</p>
<p>THE EMPLOYEE Dhanyatha Gopika</p>	<p>DocuSigned by:  F98A0A70DC764D1...</p>

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**SCHEDULE 1
Data Protection and Monitoring Consent**

To: **BDO RISE Private Limited**

1. I consent to the Employer and other affiliates holding and processing information about me for legal, personnel, administrative and management purposes and, in particular, holding and processing: (a) my health records and any medical reports to monitor sick leave and sick pay, to administer benefits and take decisions as to my fitness to work or the need for adjustments in the workplace; (b) information required to carry out performance reviews, disciplinary and grievance procedures, internal investigations and considering reports (which may be submitted anonymously) under any whistle-blowing procedure; (c) any information relating to education history, employment history, criminal proceedings in which I have been involved; and any governmental or public records; and (d) to comply with legal requirements and obligations to third parties (my "Personal Data").
2. I agree that the Employer may make my Personal Data available to affiliates, those who provide products or services to the Employer (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations, current or potential investors and potential purchasers of the Employer or the business in which I work.
3. I hereby consent to the transfer of my Personal Data to any affiliate established outside the European Economic Area, or within or outside of India, subject to compliance with the applicable laws and security requirements.
4. I understand that all communications (whether by telephone, email or any other means) which are transmitted, undertaken or received using Employer property or on Employer premises will be treated by the Employer as work related and are subject to occasional interception, recording and monitoring without further notice. I do not regard any such communications as private and I consent to such interception, recording and monitoring.
5. Interception, recording and monitoring of communications is intended to protect the Employer's business interests (for example, but without limitation, for the purposes of quality control, security of communication and IT systems, record-keeping and evidential requirements, detection and prevention of criminal activity or misconduct and to assist the Employer to comply with relevant legal requirements). I acknowledge that intercepted communications may be used as evidence in any disciplinary or legal proceedings.
6. I have read, understood and agreed to the above of my own free will.

Signed:.....

 (Dhanyatha Gopika) 10/12/2023
 Dated:.....

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Name : Dhanyatha Gopika

Designation : Independence Associate

Annexure A		
Fixed Gross Components	Monthly (INR)	Annual (INR)
Basic Pay	17,000	204,000
House Rent Allowance	3,400	40,800
Children Education Allowance	0	0
Statutory Bonus	3,400	40,800
Special Allowance	11,660	139,920
Fixed Gross Salary -A	35,460	425,520
Reimbursements		
Leave Travel Allowance	0	0
Books And Periodicals	0	0
Car & Fuel Allowance	0	0
Mobile & Internet Allowance	0	0
Food Coupons	0	0
Total Reimbursement - B	0	0
Retirals - Employer Contributions		
Employer PF	2,040	24,480
Employer ESIC	0	0
Total Retirals - C	2,040	24,480
Annual CTC - A+B+C	37,500	450,000
Other Benefits		
Work from Home Allowance	1,000	12,000
* TDS deduction as per statutory rules are applicable.		
* The cost of transport services if opted for will be deducted from your monthly salary.		

You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of 5 years of continuous service with us.

In addition to your annual total cash compensation, you will be eligible for the Medclaim insurance benefits, which will be governed by company policy.

Signed and accepted:  DocuSigned by:
F98A0A70DC764D1...

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Certificate Of Completion

Envelope Id: CE99EC1842764C9C9990EC1BF8BD3B20	Status: Completed
Subject: Complete with DocuSign: Dhanyatha Gopika - BDORISE.pdf	
Source Envelope:	
Document Pages: 19	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Deepthi B
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5300 Patterson Ave SE
	STE 100
	Grand Rapids, MI 49512
	Deepthi.B@bdo.com
	IP Address: 223.186.77.73

Record Tracking

Status: Original	Holder: Deepthi B	Location: DocuSign
10/11/2023 7:47:52 AM	Deepthi.B@bdo.com	
Status: Original	Holder: BDORISE Candidate Offer Letter	Location: DocuSign
10/11/2023 7:50:02 AM	BDORISECandidateOfferLetter@bdo.com	

Signer Events

Suman Chakraborty
 Suman.Chakraborty@bdo.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 5B6246D24CE04DB...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 171.76.83.53
 Signed using mobile

Timestamp

Sent: 10/11/2023 7:50:02 AM
 Viewed: 10/11/2023 7:59:28 AM
 Signed: 10/11/2023 8:00:12 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Dhanyatha Gopika
 dhanyatha.gopika@gmail.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F98A0A70DC764D1...
 Signature Adoption: Drawn on Device
 Using IP Address: 171.76.84.74
 Signed using mobile

Sent: 10/11/2023 8:00:13 AM
 Viewed: 10/11/2023 8:02:29 AM
 Signed: 10/12/2023 12:36:36 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Deepthi B
 Deepthi.B@bdo.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/11/2023 7:50:02 AM
 Viewed: 10/11/2023 7:50:02 AM
 Signed: 10/11/2023 7:50:02 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Kriti 1 Kriti.1@bdo.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/11/2023 8:00:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/11/2023 7:50:02 AM
Certified Delivered	Security Checked	10/11/2023 8:02:29 AM
Signing Complete	Security Checked	10/12/2023 12:36:36 AM
Completed	Security Checked	10/12/2023 12:36:36 AM

Payment Events	Status	Timestamps
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