

## **EMPLOYMENT AGREEMENT**

This Employment Agreement and Appendix 1 setting out the General Terms of Employment is made and entered into this 5<sup>th</sup> February 2018, by and between

**Protiviti India Member Private Limited**, is a company formed under the laws of India and is a member firm of Protiviti, Inc. (hereinafter referred to as the “Employer” or the “Company”).

**And**

**Mayank Joshi** (hereinafter referred to as the “Employee”).

WHEREAS, the Employer has offered to employ the Employee based on the terms and conditions set out in this Employment Agreement and the attached Appendix 1: General Terms of Employment (hereinafter referred to as the “Agreement”) and the Employee has accepted to join the employment of the Company based on these terms.

### **IT IS HEREBY AGREED AS FOLLOWS:**

#### **1. Position and Period of Employment**

- 1.1 The Employer hereby appoints the Employee as Consultant 2 in Internal Audit Services.
- 1.2 The Employee shall carry out the duties as the Employer shall specify from time to time.
- 1.3 The period of employment will be from the date of commencement as set out in clause 2 below and shall continue until terminated as set forth in clause 12 of the General Terms of Employment attached as Appendix 1.

#### **2. Commencement**

- 2.1 The Employee is expected to join the services of the Employer by 7<sup>th</sup> February 2018.
- 2.2 The employment will commence from the actual date of joining.

#### **3. Salary and Allowances**

- 3.1 The Employee shall receive fixed annual compensation of INR 575,000 as detailed below:
  - a) A basic salary of INR 287,500 per annum, payable monthly in arrears.
  - b) A sum of INR 287,500 per annum, towards allowances and perquisites including Employer’s statutory obligation to make any contribution under the Provident Fund Scheme.
- 3.2 The salary and allowances / perquisites payable to the Employee as set forth in clause 3.1 above shall be paid after deduction, including without limitation the usual deductions, of applicable taxes and statutory deductions, provided by applicable laws from time to time. All requirements under Indian tax laws and other laws, including the compliance and filing of the returns, assessments etc., shall be fulfilled by the Employee.

**4. Annual Bonus**

In recognition of performance by the Employee measured against a number of criteria, and the results of the Firm and of the business unit of the Employee, the Employer may, at the Employer's sole discretion, pay an annual bonus to the Employee. This bonus shall be determined by the Employer based on various factors, which the Employer may change from time to time at its own discretion. The annual bonus, if any, shall be paid to the Employee only if the Employee is working in the Firm and not serving his/her notice period as of the date of payment of the bonus. The bonus shall be paid after deduction of applicable taxes and other statutory deductions provided by applicable laws from time to time.

**5. Place of Work**

- 5.1 The Employee will be based in Gurgaon. The Employee may be transferred to any other office location of the Company or its affiliates, at the sole discretion of the Employer.
- 5.2 The Employee may be required to travel and work at any other location of the Company and its affiliates.
- 5.3 The Employee acknowledges and agrees that a key condition of the employment is that the Employee will be required to travel on business and client engagements, inside or outside India. Employee agrees not to refuse such travel and assignments.

**6. Severability**

If at any time one or more provisions of this Agreement are or become invalid, illegal or unenforceable in any respect under the laws of India, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired. Furthermore, if any of the restrictions against various activities is found to be unreasonable and invalid, the court before which the matter is pending shall enforce the restriction to the maximum extent it deems to be reasonable or valid. Such restrictions shall be considered divisible both as to time and as to geographical area, with each month being deemed a separate period of time and each one mile radius from any office being deemed a separate geographical area. The restriction shall remain effective so long as the same is not unreasonable, arbitrary or against public policy.

**7. Headings**

The headings in this Agreement and in the attached Appendix 1: General Terms of Employment are for ease of reference only and shall not affect in any way the interpretation of the provisions thereof.

**8. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India, both substantive and procedural, and any dispute or claims arising out of this Agreement or in relation thereto shall be referred to and settled by the courts of Delhi. The Employee hereby submits to the non-exclusive jurisdiction of the courts of Delhi. The laws of India shall apply in respect of any item or matter not stated or covered by this Agreement.

**9. General Terms of Employment**

The attached Appendix 1 setting out the General Terms of Employment will apply to the Employee and shall be considered as an integral part of this Agreement.

**THE UNDERSIGNED** parties have caused this Agreement to be executed as of the date first written above and each party has received a copy thereof to implement it.

**Employer**

**Employee**

**Protiviti India Member Private Limited**

Represented by:

**Name :**

**Name : Mayank Joshi**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

## **Appendix 1: General Terms of Employment**

These General Terms of Employment shall apply to the services to be rendered by the Employee and shall be considered as an integral part of the Employment Agreement and the terms not defined in the General Terms of Employment shall have the same meaning assigned to them in the Employment Agreement.

### **1. Personnel Policies, Practices and Procedures**

- 1.1 The Employee will be subject to and abide by the policies and procedures of the Company applicable to personnel of the Company, as adopted from time to time by the Company. Without limiting the generality of the forgoing, the Employee agrees to abide by the following policies of the Company and, if required, to sign such documents and confirmation as the Company may require from time to time to ensure adherence by the Employee to the Company's policies and procedures.
- a) Non-Discrimination Policy (pursuant to which the Employee agrees not to discriminate on the basis of race, color, religion, sex, national origin, age, marital status, disability, or any other protected characteristic).
  - b) Policy on Conflicts of Interest (pursuant to which the Employee is required to report any actual or potential conflicts of interest).
  - c) Policy on Protection of Client Confidential Information (pursuant to which the Employee agrees to safeguard any Confidential Information of the Company, the Company's affiliate(s) and the Company's client(s) and to ensure that the information is treated with the appropriate level of confidentiality).
  - d) Corporate Compliance Program (pursuant to which the Employee agrees to comply with all facets of the Company's Corporate Code of Conduct).
  - e) Code of Business Conduct and Ethics.
- 1.2 If the Employee is provided a portable computer for use, the Employee shall take responsibility for the physical security of the equipment as well as the information stored therein. The Employee shall comply with the Company's policies on the appropriate use of computers, email and the internet. The Employee acknowledges and agrees that the Company has the right to monitor the Employee's usage of the Company's computer and IT system / resources.
- 1.3 The Employer reserves the right to change or terminate unilaterally, without notice, any and all employment policies, rules, regulations, practices, procedures and employee benefit programs at any time and for any reason. In no event shall Employee be deemed to have a vested right in the continuation of any of such policies, rules, regulations, practices, procedures or employee benefit programs, whether published or otherwise. It is the intent and purpose of this paragraph to assure that this Agreement constitutes an "at will" relationship, and Employer retains full right to modify any terms and conditions of employment. Nothing herein contained or which may otherwise be subsequently promulgated by Employer, whether oral or written, shall be construed as a guarantee of continued employment or of any terms, conditions or benefits related thereto.

**2. Working Hours and Business Travel**

- 2.1 The Employee shall work in accordance with the office timings of the Company and/or as specified by the Employer. The Employee shall work a minimum of eight (8) hours a day and forty (40) hours per week. The Employer may, at its own discretion, change the work timings at anytime and the Employee agrees to work such changed work timings.
- 2.2 If required, the Employee shall work a reasonable number of hours in excess of the Company's working hours. No additional salary or allowance will be paid by the Employer in respect of such overtime as this has been considered and factored in determining the Employee's salary and allowances.
- 2.3 The Employee shall abide by Employer's rules, regulations and practices concerning vacation, sick leave and other matters as in effect from time to time. Employee shall be present at Employer's place of business each business day or other appropriate business location as designated during Employer's office hours, except when making calls on Employer's business and except for vacation and other absences taken in accordance with Employer's policies. This Agreement shall be deemed to have been made and performed in each state in which Employee has performed duties for Employer, including each state in which there is an office in which the Employee has carried out work.

**3. Medical Insurance**

The Employee shall be covered under the group medical insurance that the Employer has for its staff.

**4. Annual Leave**

- 4.1 The Employee shall be entitled to a paid leave of 22 days on completing each 12 continuous calendar months of service.
- 4.2 The Employee will be entitled to a pro-rata period of paid leave for any service period that is shorter than 12 months.
- 4.3 The time of annual leave shall be subject to approval of the Employer, taking into consideration client work commitments.
- 4.4 The Employee shall take the annual leave each year and not carry forward leave balance of more than 5 days at the end of each 12 months of service, unless this is with the prior written permission of the Employer.
- 4.5 Unless specifically agreed by the Employer in writing, the Employee shall not avail any leave from the date of resignation or termination of services until the end of the notice period.

**5. Definitions**

Unless the context clearly indicates otherwise, the following terms, when used in this Agreement, shall have the meanings set forth below:

*"Competitor"* means any services business or entity engaged in whole or in part in any business conducted by Employer, regardless of whether such entity conducts its business as a sole proprietorship, partnership, corporation or in other form.

*"Client"* means any person, firm, entity, business or organization for whom (a) Employee performs or has performed services in the course of his or her employment with Employer, (b) Employee has submitted or assisted in the submission of a proposal for business on behalf of Employer or (c) any firm, entity or business that is a client of Protiviti or its subsidiaries, affiliates and member firms, with whom Employee has performed services or assisted in the performance of services.

*"Solicit"* means soliciting, inducing, attempting to induce or assisting any other person, firm, entity, business or organization in any such solicitation, inducement or attempted inducement, in all cases regardless of whether the initial contact was by Employee, another employee, or any other person, firm, entity, business or organization.

*"Termination Date"* means the date on which Employee's employment with Employer is terminated by either Employer or Employee.

## **6. Ethics and Independence**

The Employee agrees to comply with all ethics and independence requirements of the Company.

## **7. Code of Conduct and Dress Code**

The reputation of the Company is reinforced by the conduct and professionalism of its staff. When dealing with clients and each other, the Employee is expected to observe due decorum, respect, politeness and courtesy. The Employee is expected to wear standard business attire.

## **8. Inventions**

8.1 Employee agrees to disclose promptly to the Company, and / or to the proper officers of the Company, in writing, any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process or discovery (each, an "Invention") which relates to the Company's business that Employee conceives, makes, develops, or works on, in whole or in part, solely or jointly with others during the term of Employee's service and for a period of one year thereafter regardless of whether (a) such invention was conceived, made, developed or worked on during Employee's regular hours of employment or Employee's time away from work; (b) the Invention was made at the suggestion of the Company; or (c) the Invention was reduced to drawing, written description, documentation, models or other tangible form.

8.2 It is expressly agreed that any work and Inventions created by the Employee hereunder will belong solely and exclusively to the Company and will be considered the property of the Company for purposes of this Agreement. The Employee hereby irrevocably assigns to the Company, its successors and assigns, without royalty or any further consideration, (i) all rights, title and interests in and to the copyrights of the Inventions and all renewals and extensions of the copyrights that may be secured under existing or future laws, and (ii) all other rights, title and interests the Employee may have in the

Inventions. Accordingly, the Company will have the right to register the Inventions in the Company's name as the owner and author of such Inventions. Employee will, upon request by the Company and at the Company's expense, promptly execute, acknowledge or deliver any documents or instruments deemed reasonably necessary by the Company to document, enforce, protect or otherwise perfect the Company's copyright and other interests in the Inventions.

- 8.3 Without limiting the generality or effect of any other provision of this Agreement, Employee agrees to assign to the Company without royalty or any other further consideration the Employee's right, title and interest in and to any Invention Employee is required to disclose hereunder.
- 8.4 Employee agrees to make and maintain adequate and current written records of all Inventions covered by this Agreement. These records will be and remain the property of the Company.
- 8.5 Employee agrees to assist the Company in obtaining, maintaining, and enforcing patents and other proprietary rights in connection with any Invention covered by this Agreement for which the Company has or obtains any right, title or interest. Employee further agrees that the Employee's obligations under this clause will continue beyond the termination of the term of this Agreement, but if Employee is called upon to render such assistance after the termination of the term of this Agreement, Employee will be entitled to a fair and reasonable rate of compensation for such assistance. Employee will, in addition, be entitled to reimbursement of any out-of-pocket expenses incurred at the request of the Company relating to such assistance.
- 8.6 Employee represents there are no other contracts to assign Inventions that are now in existence between any other person or entity and Employee. Employee further represents that the Employee has no other employments or undertakings which might restrict or impair the Employee's performance of this Agreement.

## **9. Nondisclosure of Confidential Information**

- 9.1 Employee acknowledges and agrees that because of the Employee's employment under this Agreement, the Employee will have access to confidential or proprietary information of the Company concerning or relative to the business of the Company which includes, without limitation, technical material of the Company and of Protiviti, sales and marketing information, proposals, client deliverables, customer account records, billing information, training and operations information, materials and memoranda, personnel records, pricing and financial information relating to the business, accounts, customers, prospective customers, employees and affairs of the Company, and any information marked "Confidential" by the Company. The Employee will also have access to information relating to the Company's clients. Such information and the information referred to in this clause are collectively referred to herein as "Confidential Information".
- 9.2 Employee agrees that during the period of employment and after the termination of this Agreement for any reason, Employee will not use or disclose, in whole or in part, directly or indirectly, the Confidential Information. Employee acknowledges and agrees that Confidential Information is and will be the property of the Company. Employee agrees that during the term of the Employee's employment pursuant to this Agreement, Employee will keep Confidential Information confidential, and Employee

will not use or disclose Confidential Information for any reason other than on behalf of the Company pursuant to, and in strict compliance with, the terms of this Agreement.

- 9.3 Employee agrees not to reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any Confidential Information or any material which is the property of the Company, for Employee's own benefit or for the benefit of any third party either during the course of employment or after the termination of employment.
- 9.4 The Employee agrees to sign engagement specific non-disclosure / confidentiality agreements, if so required by certain clients and customers of the Company. In case of any breach of confidentiality caused by the Employee, either during or after the termination of employment, the Employee will be personally liable to the Company and to the Company's clients or third parties.

#### **10. Employee's Representations, Covenants and Warranties**

- 10.1 The Employee confirms that all information that the Employee has supplied to the Company, including without limitation, the Employee's application for the job position and resume, is true and correct and that the Employee has not by any act or omission misled or deceived the Company in any way in relation to the information supplied. The Employee also agrees that the Employee has not omitted to disclose to the Company any information that an Employer would reasonably consider relevant to the Employee's employment with the Company.
- 10.2 The Employee agrees that this Agreement is subject to satisfactory verification of the Employees certificates, testimonials, personal particulars, credentials and background check. In the event that such verification reveals any discrepancy in the statement (s) made by the Employee in the employment application or in the bio-data or in the representations, covenants or warranties given by the Employee in clause 10.1 and 10.3, the Employer can, at its sole discretion, terminate this Agreement without any notice or compensation.
- 10.3 During the term of this Agreement, the Employee shall work exclusively for the Employer and shall use best efforts to promote the interests of the Employer. The Employee shall not be engaged in, concerned with or interested in, directly or indirectly, in any business activity, other than the Employer's business activities.

#### **11. Protection of Intellectual Property and Restrictive Covenants**

- 11.1 The Employee agrees that the Employer shall own all processes, programs, designs, methods, concepts, applications, client lists and databases generated by the Employee or the Company. All such information (which is hereinafter referred to as "intellectual property") forms part of the goodwill of the Company.
- 11.2 Unless the Employee receives the written consent of the Employer, the Employee agrees that in order to preserve and protect Confidential Information, intellectual property, the goodwill of the Company, and in consideration and in view of (i) Employee's position with Employer, (ii) the valuable consideration furnished to the Employee by Employer employing Employee and entering into this Agreement, (iii) Employee's access to Confidential Information, intellectual property and trade secrets of Employer and Protiviti, and (iv) the value of such Confidential Information, intellectual property, and trade secrets to Employer, the Employee will not, during the

course of employment and for a period of eighteen (18) months after the Termination Date (regardless of the reason for termination or whether such termination was by Employer or by the Employee), directly or indirectly:

- (a) Solicit employment with a Client or join the services of a Client or act as an employee, advisor or consultant (whether in public practice or on own account or as an employee, consultant, partner or any other relationship) with any Client;
- (b) Solicit business from, or provide audit, accounting or consulting services or interfere with, any person, company or trust who was at any time preceding the cessation of the Employee's employment, a Client of the Company;
- (c) employ or engage or in any way attempt to engage (either on own account or for or on account of anyone else) any person who is, or was at any time during the period of 24 months preceding the cessation of the Employee's employment with the Company, an employee, partner, director or managing director of the Company whether or not that person would breach their employment agreement; or
- (d) Canvass or interfere with or entice or Solicit away from Employer, or provide details to Competitor or recruitment agency or any other party or assist the Competitor or any party to recruit any person who is, or was at any time during the period of 24 months preceding the cessation of the Employee's employment with the Company, an employee, partner, director or managing director of the Company whether or not that person would breach their employment agreement.

11.4 The provisions of this clause 11 shall survive termination of either Employee's employment for any reason or this Agreement.

## **12. Probation Period and Termination**

12.1 The Employee will be on probation for a period of 90 days from the date of commencement of employment, after which the Employee's performance will be reviewed and if found satisfactory, Employee's appointment will be confirmed. The Employee will be automatically confirmed in the services of the Company, unless communicated to the Employee otherwise in writing within 7 working days of completion of the probation period. If the Employee's performance is found unsatisfactory, the probation period may be extended until the employment is expressly confirmed by the Company. This probation period would be computed excluding any leave that the Employee may take, for any reason, during the 90 days immediately following the date of commencement of employment.

12.2 The Employer can terminate the services of the Employee at any time during the probation period or extended period of probation by giving thirty (30) calendar days of written notice, without assigning any reason. Likewise, during the probation period, the Employee can leave the services of the Company by giving thirty (30) calendar days of written notice, subject to completion of duties/assignment on hand and handover charge to the Employee's successor to the entire satisfaction of the Employer. In case of leave availed by the Employee during the notice period, the notice period can be increased, at the sole discretion of the Company, by the proportionate days for the days of leave taken.

- 12.3 Following satisfactory completion of the probation period, the Employer can terminate the services of the Employee without cause by giving a written notice of sixty (60) calendar days. If on the date of termination the Employee has any leave balance, then the Employer, at its sole discretion, can ask the Employee to take leave and exhaust the leave balance during the notice period, and the Employee shall abide by the above.
- 12.4 Notwithstanding the provisions of clause 12.2 and 12.3 above, the services of the Employee may be terminated immediately by the Employer without notice if the Employee violates professional ethics or independence, commits any wrong doing or fraud, is convicted of any felony, has made any false representation to the Employer or the Company's clients, is found to be inefficient or insubordinate or discourteous to other employees or to the Employer's clients, is guilty of misconduct including but not limited to harassment of any nature at workplace or at client location, has been negligent in performing the duties assigned to the Employee, violates any provision of the Employment Agreement or of the General Terms of Employment set out in this Appendix 1 or is unable to perform the essential functions, responsibilities and duties of employment. Also the services of the Employee can be terminated by the Employer, without notice or compensation in lieu of notice period, in case the Employee remains absent from work for a period of five continuous working days or more without intimation to or proper authorization from the Company. The Employer reserves the right to recover from the salary, allowances and any such money due and payable to the Employee any such loss it may incur as a result of any misrepresentation, fraud etc on the part of the Employee.
- 12.5 The Employee may resign and terminate services by giving sixty (60) days notice in writing, provided the Employee discharges all the duties and completes handover charge to the successor, to the entire satisfaction of Employer. Resignation will be effective from the date of communication of the same in writing to the Company however:
- a) Employer will not accept the resignation notice if it has been given while the Employee is on leave and will only be considered effective the date of the Employee resuming services.
  - b) Resignation notice that has been given on weekends or after office hours will be deemed to have been given at the start business hours of the next working day.
- 12.6 The Employee shall not avail any leave during the notice period without the written approval of the Employer. In case any leave is availed by the Employee during the notice period, the notice period can be extended at the sole discretion of the Employer. The Employer, at its sole discretion may allow set off of leave, against the notice period or payment of amount equivalent to fixed compensation for shortfall in notice period.

### **13. Property of the Company**

- 13.1 All work papers, notes, files, memoranda, reports, proposals, deliverables, drawings, blueprints, manuals, materials, data, computer hardware, computer software licenses and any other papers and records of every kind which will come into Employee's possession at any time after the commencement of Employee's employment at the Company including any inventions which Employee makes while performing duties for the Company or relating to Confidential Information, will be the sole and exclusive property of the Company. This property will be surrendered to the Company upon

termination of the Agreement, or upon request by the Company, at any other time either during or after the termination of this Agreement. Employee also acknowledges and agrees that all work papers, files, memoranda, notes, reports, records and other documents and computer software created, developed, compiled or used by Employee or made available to the Employee during the term of this Agreement including without limitation, all customer data, marketing and sales information, billing information, service data, and other technical materials of the Company is and will be the Company property and will be delivered to the Company within three (3) days after the termination of this Agreement. Employee further agrees not to use such materials for any reasons after said termination.

- 13.2 The Employee agrees that the Employee will be personally liable to the Company and its clients for any data, Confidential Information or property of the Company retained by the Employee after termination of this Agreement or disclosed by the Employee during or after the termination of the employment.

#### **14. Remedy for Breach**

- 14.1 Employee acknowledges and agrees that Employee's breach of any of the covenants contained in clauses 8, 9, 10, 11 and 13 of this General Terms of Employment would cause irreparable injury to the Company and that remedies at law for any actual or threatened breach by Employee of such covenants would be inadequate and that the Company will be entitled to specific performance of the covenants in such clauses or injunctive relief against activities in violation of such clauses, or both, by temporary or permanent injunction or other appropriate judicial remedy, writ or order, without the necessity of proving actual damages.
- 14.2 In view of Employee's access to Confidential Information, intellectual property and trade secrets and in consideration of the value of such property to Employer, the Employee acknowledges and agrees that for any breach of clauses 8, 9, 10, 11 and 13 of the General Terms of Employment, the Employer will be entitled to receive a claim of two times the annual salary and allowances of the Employee, without the necessity of proving actual damages. The provision with respect to injunctive relief will not diminish the right of the Company to claim and recover damages against Employee for any breach of this Agreement in addition to injunctive relief. Employee acknowledges and agrees that the Employee will be responsible for all legal expenses, including attorney's fees, which the Company incurs in pursuing remedies, whether legal or equitable, for any actual or threatened breach of this Agreement by Employee.
- 14.3 Employee acknowledges and agrees that the covenants contained in this Agreement will be construed as agreements independent of any other provision of this or any other contract between the parties hereto, and that the existence of any claim or cause of action by Employee against the Company, whether predicated upon this or any other contract, will not constitute a defense to the enforcement by the Company of said covenants.
- 14.4 Employee expressly acknowledges that the covenants set forth in clauses 8, 9, 10, 11 and 13 are reasonable and necessary in order to protect and maintain the proprietary and other legitimate business interests of Employer, and that the enforcement thereof would not prevent Employee from earning a livelihood. Employee further agrees that in the event of an actual or threatened breach by Employee of such covenants, Employer would be irreparably harmed and the full extent of injury resulting therefrom would be impossible to calculate and Employer therefore will not have an adequate remedy at law. Accordingly, Employee agrees that temporary and permanent

injunctive relief and damage claim of two times the annual salary and allowances of the Employee would be appropriate remedies against such breach, without bond or security; provided that nothing herein shall be construed as limiting any other legal or equitable remedies Employer might have.

- 14.5 The remedies contained in this provision are separate, distinct and several, so that the unenforceability of any remedy does not affect the enforceability of the other remedies. If any of these remedies are void as unreasonable for the protection of the interests of the Company and would be valid if part of the wording was deleted or the period or area was reduced, the remedy will apply with the modifications necessary to make it effective.
- 14.6 The Employee obligations under this provision shall survive the termination or cessation of the employment agreement.

**15. Data On Skills and Experience**

- 15.1 The Employee agrees to allow the Employer to collate and review data on the Employee's skills, background and experience and to circulate data related to the Employee's skills and experience to Protiviti, its subsidiaries and affiliates and to Protiviti member firms. The Company may also circulate non-sensitive data relating to the Employee for other legitimate business reasons, e.g., to help the Employer to monitor the usage of databases within the Company in line with a commitment to continuously improve the Company's knowledge management.
- 15.2 The Employee hereby consents to the use and publication, without further consideration, of Employee's name, picture and image in training materials and other materials relating to the business of Employer, regardless of whether such use or publication is in the form of printed matter, photographs, audio tape, video tape, computer disk, electronic transmission, or otherwise. Such consent applies to both the use and publication of such items during Employee's employment with Employer and during a reasonable time thereafter, such reasonable time thereafter to depend upon the nature of the use.

**16. Wrongful Use of Employer's Name**

After termination of Employee's employment with Employer, Employee shall not indicate on any stationery, business card, advertising, solicitation or other business materials that Employee is or was formerly an employee of Employer except in the bona fide submission of resumes and the filling out of applications in the course of seeking employment. The provisions of this clause shall survive termination of either Employee's employment for any reason or this Agreement.

**17. Limitation on Claims**

Employee hereby agrees that no claim against Employer shall be valid if asserted more than six months after Employee's Termination Date, and waives any statute of limitations to the contrary.

**18. Waiver of Breach**

The waiver by the Company of a breach of any provision of this Agreement by Employee will not operate or be construed as a waiver of any subsequent breach by Employee.

**19. Successors and Assigns**

This Agreement will inure to the benefit of the Company, its subsidiaries and affiliates, and their respective successors and assigns.

**20. Entire Agreement**

This Agreement contains the entire agreement of the parties with respect to the matters set forth herein and supersedes any previous written or oral agreement. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

**IN WITNESS WHEREOF**, the parties hereto have executed this General Terms of Employment.

**Employer**

**Employee**

**Protiviti India Member Private Limited**

Represented by:

**Name : \_\_\_\_\_ Name : Mayank Joshi**

**Signature : \_\_\_\_\_ Signature : \_\_\_\_\_**

**Date : \_\_\_\_\_ Date : \_\_\_\_\_**