



KPMG Assurance and Consulting Services LLP
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21-May-2025

Nnisarg Gada

C-903, Royal Oasis, Near Billabong High International School,
Jankalyan Nagar, Malad West, Mumbai,
Maharashtra, India- 400095

Dear Nnisarg,

On behalf of **KPMG Assurance and Consulting Services LLP**(the '**Firm**'), we are pleased to offer you the position of Academic trainee with the Firm. You will be part of the **DT-Cyber Defense & IR** team.

You shall be based at our office in **Mumbai**.

Your internship shall start from **22-May-2025** and you will be a trainee for a period of 2 month(s) in the Firm unless terminated earlier by the Firm at its sole discretion.

Your internship may be extended for further periods as mutually agreed between you and the Firm.

Subject to clause A1, you shall be entitled to a stipend of Rs 10000 per month. The Details of your mentor, internship project and HR Business Partner will be communicated closer to your date of commencement of internship.

The terms and conditions of your internship with the Firm shall be as follows along with the terms and policies mentioned in the training deck shared with you:

A. Miscellaneous

1. Taxation

The stipend payable by the Firm to you shall be subject to deduction of withholding taxes and/or, any other taxes under applicable law. All requirements under Indian tax laws,



including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

2. Confidential Information

2.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm shall include: -

- (i) trade secrets,
- (ii) lists or details of its suppliers and/or their services, customers and/or the services to them including their terms of business,
- (iii) prices charged to and terms of business with clients,
- (iv) marketing plans and revenue forecasts,
- (v) any proposals relating to the future forecast of the Firm or any of its business or any part thereof,
- (vi) details of its employees and officers and matters relating to their compensation/remuneration and other benefits paid or payable to them,
- (vii) any Firm or client data/information/records, Firm policies and procedures, internal communications, databases, training materials, templates, emails, proposals, engagement letters, etc., information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and
- (viii) any other information which is notified to you as confidential or which by its nature is confidential.

2.2 You shall not, either during your internship or at any time thereafter, except as required by law or otherwise specifically approved by the Firm in writing, use, divulge, copy, quote, refer or disclose to any third party or send, upload, transfer, transmit to yourself on any email address, including by use of official and/or personal email account, external storage devices (e.g. USB, flash drives, SD card, external hard disk), upload on cloud storage (e.g. Google Drive, One Drive etc.), unofficial/unauthorized collaboration sites or third party messaging applications (e.g. WhatsApp, Telegram etc.) or in any other



manner whatsoever, any sensitive and/or Confidential Information, whether in whole or in part, which may have come to your possession or knowledge at any time during the course of your internship with the Firm. Any non-compliance of this obligation shall be construed as a misconduct as per the policies of the firm and shall be subject to the Firm's disciplinary process. You shall also ensure that you comply with all Firm policies at all times in this regard. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence, or fault.

B. Termination

1. Without Cause

- 1.1 During the Internship Period, the Firm may terminate this Agreement without assigning any reasons upon fifteen (15) days prior written notice or payment of stipend (as applicable) in lieu thereof, at the discretion of the Firm.

2. Breach or Misconduct

- 2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) in the event you:

- (i) Fail to satisfactorily complete, the Firm's background screening procedures
- (ii) are found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or
- (iii) are found to have engaged in any other act or omission, inconsistent with your duties; or
- (iv) are found to have engaged in any breach of this Agreement, or the Firm Policy (including code of Conduct) or lawful orders given to you by the Firm;
- (v) are convicted of any criminal offence; or,
- (vi) are found to have engaged in unauthorized absence beyond a period of seven (7) days.
- (vii) Have breached any of your obligations hereunder.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm directly or indirectly due to any breach of the terms of your internship.

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.



The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks as per the Firm's policy.

The present internship is offered to you on the basis of the information/ particulars provided by you and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been concealed/withheld/suppressed by you, it shall constitute a breach of the Firm's code of conduct and the Firm shall be entitled to terminate your internship with immediate effect without notice and with no liability on the Firm to make any further payments to you as applicable (other than in respect of amounts accrued due at the date of termination).

The internship offer is also subject to your eligibility to work in India. It will be your responsibility to ensure that you continue to be eligible to work in India during the course of your internship.

3. Return of Property

3.1 For the purposes of this Paragraph B.3, Property means keys, mobile phone, computer equipment, security access cards, all Confidential Information, lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your internship.

3.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of internship under this Paragraph B, deliver to the Firm all Property and you shall not retain any copies thereof. All title and intellectual property rights in the Property shall vest with the Firm.

C. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of India and the Court of New Delhi shall have exclusive jurisdiction. The invalidity or



unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **21-May-2025** failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

D. Miscellaneous

1. Entire Agreement:

This Agreement constitutes the entire agreement between you and the Firm with respect to the subject matter hereof to the exclusion of all other prior agreements, arrangements or understandings and assurances between the parties to this Agreement, relating to such subject matter either written or oral. Should any terms of this Agreement conflict with any of the terms of the Firm's policy, the terms of the Firm's policy shall prevail.

2. 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.

3. 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.

Yours sincerely,
for **KPMG Assurance and Consulting Services LLP**

Mohit Sharma
Human Resources - Head-Talent Acquisition