



Scope of Work

KPMG will develop and deliver training program in field of Business Analytics, Financial Analytics and modelling, Lean Six Sigma using TQM. These training programs will be delivered in virtual/classroom instructor lead training delivery model in Greater Noida. These trainings will only be conducted as per the schedule mutually agreed upon between KPMG and Mangalmay Institute of Management & Technology (MIMT).

The list of such program is given below:

<i>Module Name</i>	<i>Duration (Min)</i>	<i>No. of Batches to be conducted in a Year</i>
HR Analytics	32 hours	≥ 2
Financial Analytics & Modeling	36 hours	≥ 2
Continuous Integration Workshop using Lean Six Sigma and TQM	32 hours	≥ 1
Business Analytics Program	32 Hours	≥ 2
Excel for Analytics	36 hours	≥ 1

The mode of conducting sessions would be classroom or online. Upon completion of the batch, a completion certificate will be provided by us.

It is agreed between the parties that scope of work for KPMG is to:

- i. develop the course structure
- ii. develop course contents (slides and instructor guides), and
- iii. facilitate the programs (with committed time)
- iv. issuance of completion certificate.

Any other additional training programmes envisaged to be jointly launched by KPMG and the Client would be as agreed to by the parties by way of amendments/ Annexure to this Engagement Letter.

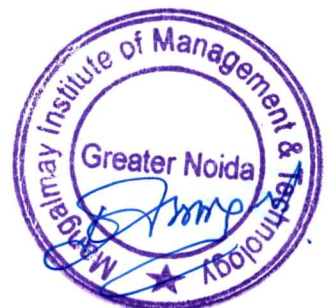
Examinations

Final/mid semester examination/assessment will be conducted by Mangalmay Institute of Management & Technology (MIMT) as per the University guidelines.

Deliverables

We will provide you with the following deliverable(s):-

- ~ 300 hours of live tutoring
- Develop the course structure and course content
- Speakers with appropriate qualifications and experience





- Certificate of Completion to participants who will clear all the assessments or Certificate of Participation to participants who failed to clear final assessment subject to the condition that their attendance is at least 75%.

Additionally students will have:

- LMS (Learning Management System) support, covering:
 - Concept videos (wherever applicable)
 - Session presentations
 - Students would be provided user name and password to access

LMS support to be extended for six months after completion of each training course.

Limitations in the scope of our engagement

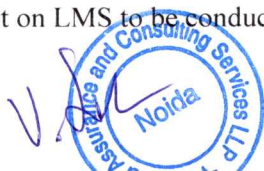
Because of the importance of management's representations to the effective performance of our services, the Company will release KPMG and its personnel from any claims, liabilities, costs, and expenses relating to our services under this letter to the extent that it is attributable to any misrepresentations on the part of management.

Scope Exclusions

- We do not render legal services and, therefore, none of the services rendered under this EL or any part thereof shall be deemed to be legal services. In respect of all legal issues, you may consult your legal advisors and act in accordance with their advice.
- KPMG will not, pursuant to this letter, perform any management functions for the Client nor make any decisions relating to the services provided by KPMG in terms of this letter. The Client is responsible for making management decisions, including accepting responsibility for the results of KPMG's services. Additionally, management is responsible for designating a management-level individual or individuals responsible for overseeing the services provided, evaluating the adequacy of the services provided, evaluating any findings or recommendations and monitoring ongoing activities.

KPMG responsibilities

- KPMG's responsibilities will be restricted to performing the work as described under the section on 'Scope and Deliverables';
- KPMG will be deemed to have fulfilled its responsibilities to the Company by the satisfactory completion of the services, as agreed. KPMG's responsibilities will not include updating the deliverable(s) subsequent to fulfillment of its responsibilities;
- KPMG's delivery of the services is dependent on (i) the Company's timely and effective completion of the Company Responsibilities (discussed below), and (ii) timely decisions and approvals by the Company;
- KPMG will not owe any duty of care to any person other than the Company.
- KPMG will provide a detailed understanding of the training to the Company.
- Progress assessment on LMS to be conducted & evaluated by KPMG once every semester.



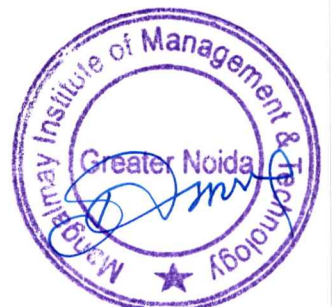


Client responsibilities and Engagement assumptions

Client responsibilities

In connection with KPMG's provision of the services, the Company will perform the tasks, furnish the personnel, provide the resources, or undertake the responsibilities specified below:

- selection of project staff who can handle the task and have suitable qualifications (specialist knowledge, experience) and the necessary time available;
- printing of course-material and distribution of the same amongst students
- prompt definition of staff responsibilities;
- timely provision of information and documents;
- sponsorship of the project by senior management;
- Nomination of a Project Coordinator, to work with the KPMG project team on this engagement. The Project Coordinator should have an understanding of the engagement. The Project Coordinator will be responsible for coordinating meetings, workshops, discussions, review and decisions and for monitoring the progress of the project. The Project Coordinator will be the single contact point from your side and will be responsible for coordinating and obtaining management responses and comments for information sought and deliverables provided;
- promptly make all necessary decisions in each Phase of the project;
- Organize the delivery of training program in consultation with KPMG on a timely basis.
- payment of our Invoices
- be responsible for any delays, additional costs (incurred by the Company on account of any such delays), or other liabilities caused by or associated with any deficiencies in the Company responsibilities and assumptions;
- release KPMG and its personnel from any liability and costs relating to the services under this letter attributable to any false, inaccurate or incomplete information provided by the Company;
- state that the general terms of business, attached herewith, have been read and understood; and
- be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by KPMG, to make implementation decisions, if any, and to determine further courses of action with respect to any matter addressed in any advice, recommendations, services, reports or other work product or deliverables provided to the Company.





Engagement assumptions

Further to the scope of work defined above, the following assumptions for execution of the engagement are noted below:

- The project will be executed from Noida. Travel, if any, will be based on mutual agreement & all the infrastructure support will be provided by the Company.
- The engagement team will have access to the Project Coordinator and other senior management as required, during the entire tenor of the project for meetings, workshops, discussions and decisions, from time to time;
- All related information, documents, policies, minutes, etc., which may be requested by us in connection with the project will be made available at the earliest; any delays will impact the project completion timelines;
- The project staff from the Company will work with our team to agree the assumptions and approach, and review deliverables within the prescribed timelines; and
- Decisions from the management team relating to the project will be provided within a period not exceeding 5 working days;

Engagement Team

The engagement team will be led by Sankaran Venkataramani, Partner in respect of the engagement. He will be supported by a team of qualified professionals on the engagement. Other KPMG professionals, as appropriate, will be involved in the engagement and will work together in a coordinated manner.

Professional Fees

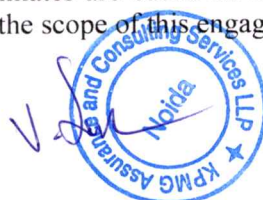
Our professional-fee for the services will be INR 5000 per hour (for maximum delivery which can go upto 300 Hours). This professional-fee will be payable by you to us as per the following schedule:-

- 25 % on Beginning of training delivery and the balance before issuing certificate of completion to participants.
- The batch size will be of maximum 50 students and number of batches can be discussed between the Client and KPMG throughout the tenure of this letter.

Our professional fee does not include applicable taxes and/ or service taxes/ other charges that will be invoiced separately. Any tax, duty or other Government instituted levies that may become applicable to our services shall be payable in addition to the fees referred to hereinabove.

Our invoice would be issued to Mangalmay Institute of Management & Technology (MIMT) - (A unit of Mangalmay Foundation Trust) at the commencement of each training program. Mangalmay Institute of Management & Technology (MIMT) - (A unit of Mangalmay Foundation Trust) will remit our fees with applicable service tax.

Please be advised that these estimates are based on the scope of work outlined in this Engagement Letter. Actual fees could vary if the scope of this engagement is modified.





Any additional work, beyond the currently defined scope of work, is excluded from our professional fee.

Our invoices are payable in full immediately on presentation.

Engagement Timing, Term and Termination

We are available to commence this engagement starting immediately after the date of acceptance of this engagement letter. We will work with the Mangalmai Institute of Management & Technology (MIMT) to meet the timelines assuming that we can get the necessary approvals on a timely basis to proceed.

This letter shall be valid for a period of three (3) years from the date mentioned herein above, whichever is later unless terminated in accordance with the 'Termination' clause of the General Terms of Business.

In addition to the termination rights existing under the General Terms of Business, KPMG shall have a right to immediately terminate the Services Contract upon notice on occurrence of any of the following event:

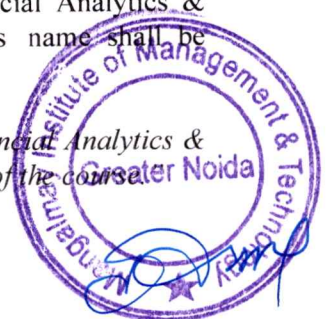
- Material breach of the terms of the Services Contract
- Entering into, or proposes, any arrangement, compromise or composition with its creditors or go into liquidation or have a receiver, administrator, statutory manager or similar officer appointed in this respect;
- Cessation, or threatened cessation, of the business conducted by you
- You (or your employees, agents etc.) are declared insolvent or guilty of fraud, crime involving moral turpitude, breach of fiduciary duty,
- The wilful continued failure to perform obligations under the Services Contract after a written notice failure is provided
- Failure to maintain its license/approvals/registrations to do business as required
- Other than as required by law, the carrying out of any activity or the making of any public statement which prejudices or reduces the good name and standing of KPMG or any of its affiliates (including their respective employees) or would bring any one of these into public contempt or ridicule;
- If any situation analogous to any of those described above occurs.

In the event of a permitted termination of the Services Contract, KPMG shall not be liable, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of the Client.

Use of "KPMG" name:

Notwithstanding anything stated anywhere else in the Services Contract (as defined under the General Terms of Business), subject to KPMG's prior written consent at each instance, you may quote in your external communications that KPMG has been engaged by you in order to assist you for providing training to the students, as KPMG Course for Students, procured by Mangalmai Institute of Management & Technology (MIMT) in Business Analytics, Financial Analytics & Modelling, Lean Six Sigma using TQM. However, the quoting of KPMG's name shall be restricted to as below:

"KPMG is the academic partner for KPMG Course on Business Analytics, Financial Analytics & Modelling, Lean Six Sigma using TQM and shall provide the content and delivery of the course."





For avoidance of doubt, Mangalmay Institute of Management & Technology (MIMT) shall be required to send all the publicity material/external communications to be used in print/digital/electronic media, where in KPMG name is to be used, for pre-screening by KPMG prior to its publication and shall take prior written consent from KPMG for use of the same. Further, Mangalmay Institute of Management & Technology (MIMT) shall also be required to obtain prior written approval from KPMG for any of mode of communication which it proposes to use for the purpose of publicity. In case Mangalmay Institute of Management & Technology (MIMT) desires to change or edit the already approved existing publicity material, Mangalmay Institute of Management & Technology (MIMT) shall be required to send all those existing publicity materials for re- approval by KPMG.

Further, the parties agree that breach of any provisions under this clause shall give right to KPMG to terminate the Services Contract forthwith. This clause is subject to the following indemnity provisions.

Mangalmay Institute of Management & Technology (MIMT) shall indemnify and hold harmless KPMG from time to time and at all times hereafter, from and against (i) all loss, damage, harm or injury suffered or incurred by KPMG or any KPMG Person (as defined in the General Terms of Business) and (ii) all notices, claims, demands, action, suits or proceedings given, made or initiated against KPMG on account of or arising out of usage of our name including mis-use or breach of terms of usage of name, as also against all costs, charges and expenses suffered or incurred by KPMG on account of the aforesaid. In this clause "KPMG" shall include all KPMG Persons.

The restrictions to Mangalmay Institute of Management & Technology (MIMT) under this clause shall survive the termination of the Services Contract.

Terms and conditions governing KPMG and Client's relationship

We accept this engagement on the basis that our 'General Terms of Business', attached herewith shall be incorporated and govern KPMG's relationship with you. This is the 'Engagement Letter' mentioned in KPMG General Terms of Business.

Engagement Acceptance

Once again, we look forward to continuing to work with you and your team on this advisory engagement. We appreciate the opportunity that the Mangalmay Institute of Management & Technology (MIMT) has given KPMG and look forward to providing valuable recommendations and advisory assistance.

To indicate your approval of this arrangement and to confirm our understanding, please sign and return the duplicate copy of this letter. Should you have any questions or require additional information, please do not hesitate to contact me.

Yours sincerely





Full Signature V. Sankaran Venkataramani
Sankaran Venkataramani
Partner



KPMG Assurance and Consulting services LLP

Enclosures:

KPMG's General Terms of Business

I confirm that I have read the letter and its attachment carefully and confirm that they fully set out our agreed terms of business.

Full Signature _____
Mr. Atul Mangal
Chairman,
Mangalmay Institute of Management & Technology (MIMT) - (A unit of Mangalmay Foundation Trust)



Company seal
Date

duly authorized for and on behalf of Mangalmay Institute of Management & Technology (MIMT) - (A unit of Mangalmay Foundation Trust)



General Terms of Business – Training Services

1. Definitions

“**Additional Terms**” means any other terms applicable to the Services included with or referenced in the Engagement Letter and these General Terms.

“**Agreement**” (or “**Services Contract**”) means the contract formed by the Engagement Letter, these General Terms, and any Additional Terms.

“**Affiliate(s)**” means any legal entity that, directly or indirectly, controls, is controlled by, or is under common control with you.

“**Charges**” means the fees, expenses and applicable taxes payable for the Services as mentioned in the Engagement Letter.

“**Confidential Information**” means any information that has been or will be made available, directly or indirectly, by one Party to the other Party in connection with the Services, that is marked or communicated as confidential or whose nature is such that a recipient would reasonably consider it confidential, including, without limitation, business plans, proposals, product development details, methodologies, software code and specifications, and financial information. Confidential Information excludes Excluded Information.

“**Deliverable**” means any advice, report, training material or other product of the Services provided to you in any form including but not limited to the content of the Program pursuant to the Engagement Letter.

“**Engagement Letter**” means the letter sent to you referencing these General Terms of Business.

“**Engagement Team**” means KPMG Persons who are individuals delivering the Services.

“**Excluded Information**” means information that: (i) is or becomes generally available in the public domain through no fault of either the receiving Party or those to whom the receiving Party has disclosed the Confidential Information; or (ii) becomes available to the receiving Party free of any obligation of confidence from a third party who to the reasonable belief of the receiving Party is entitled to make such disclosure; or (iii) was developed by the receiving Party independently of the disclosing Party's Confidential Information.

“**General Terms**” means these terms and conditions.

“**IPRs**” means all intellectual property rights including all rights in and to inventions, utility models, patents, copyright and related rights, trade marks, logos, trade and business names, rights in designs, rights in computer software, database rights, moral rights, rights in Confidential Information (including know-how and trade secrets), in every case whether registered or unregistered and all similar or equivalent rights or forms of protection (whether now or in the future) in any part of the world and references to “IPR” means any of them.

“**KPMG**” or “**we**” (and derivatives) means KPMG contracting party as identified by the Engagement Letter.

“**KPMG Persons**” means KPMG, and each and all of our partners, directors, members, employees and agents together with KPMG International Limited and other KPMG International entities and other member firms of KPMG global organization of independent firms affiliated with KPMG International Limited a private English company limited by guarantee (each a “**Member Firm**”) and any entity associated with us or a Member Firm, and each and all of its personnel including partners, directors, employees and agents, and “**KPMG Person**” means any one of them.

“**Other Beneficiaries**” means any Person identified in the Engagement Letter as a beneficiary or an Affiliate which is a beneficiary of the Services or of any Deliverable other than you.

“**Other KPMG Person(s)**” means KPMG Persons who are not members of the Engagement Team.

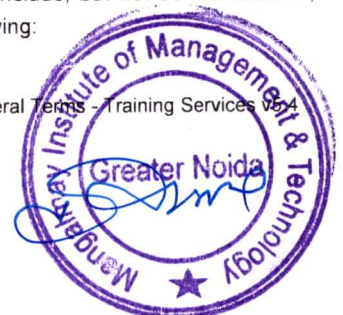
“**Party**” means either of KPMG and you and “**Parties**” shall mean both KPMG and you.

“**Person**” means individuals, corporate and unincorporated bodies.

“**Program**” means the training program to be undertaken by KPMG in accordance with terms of the Engagement Letter.

“**Services**” means the services to be delivered by us under the Engagement Letter.

“**Unpublished Price Sensitive Information**” or “**UPSI**” means any information, relating to a company or its securities, directly or indirectly, that is not generally available, which upon becoming generally available is likely to materially affect the price of the securities and shall, ordinarily include, but not be restricted to, information relating to the following:





- (i) financial results;
- (ii) dividends;
- (iii) change in capital structure;
- (iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
- (v) changes in key managerial personnel.

"you" or "Client" (and derivatives) means the addressee(s) of the Engagement Letter and, if the context requires, Other Beneficiaries.

2. The Agreement

2.1 This Agreement sets out the entire agreement between the Parties in connection with the Services and supersedes all previous agreements, promises, representations and understandings between the Parties, whether written or oral, to the extent only that they relate to its subject matter. Where any purchase order/work order ('PO') is issued in connection with the Services, it is hereby mutually agreed between the Parties that no pre-printed terms contained or referred in the PO will be applicable and the Services shall be solely governed by the terms and conditions under the Agreement.

2.2 In entering into this Agreement, neither Party has relied on any statement, representation, assurance or warranty (made innocently or negligently) unless it is set out in this Agreement.

2.3 If there is any inconsistency between the Engagement Letter and any other part of this Agreement, the Engagement Letter prevails to the extent necessary to resolve the inconsistency. If there is any inconsistency between these General Terms and any Additional Terms, the Additional Terms prevail to the extent necessary to resolve the inconsistency.

2.4 Any changes to this Agreement must reference this Agreement, be in writing and signed by all Parties.

2.5 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, unenforceable or illegal in whole or in part for any reason such decision shall not affect the validity, enforceability or legality of the remaining provisions hereof and the Agreement will be construed as if such invalid, illegal or unenforceable provision was not a part of the Agreement.

3. Our responsibilities

3.1 The Services shall be delivered with the reasonable skill and care expected from a skilled and experienced Person engaged in providing services similar to the Services, in a similar context,

and in compliance with applicable laws. We do not render legal services and, therefore, none of the Services rendered under the Engagement Letter or any part thereof shall be deemed to be legal services.

3.2 The Services will be provided by an Engagement Team, including any individuals named in the Engagement Letter. We try to minimise team changes, but, where necessary, we may change team members for others of equivalent skills and we shall try to give you reasonable notice of any changes.

3.3 When we work at your premises, we shall comply with applicable site policies communicated to us and agreed in writing and such policies shall be considered as a part of this Agreement.

4. Your responsibilities

4.1 You shall provide (and procure that your personnel and representatives provide), in a timely manner, such cooperation, information, documents and access to personnel, premises, systems and facilities, as we reasonably need or request and you shall obtain all necessary licences and permissions. You shall provide a safe and appropriate working environment and perform any actions that are to be performed by you under this Agreement.

4.2 You shall inform us of any changed circumstances or information that may have an impact on the Services and shall ensure that the personnel with whom we deal have the required skills, knowledge and information.

4.3 You are responsible and accountable for managing your affairs, deciding on what to do after receiving any Deliverable and implementing any advice or recommendations.

4.4 You are responsible for making any notifications, registrations and disclosures required of you under any law, rule or regulation.

4.5 We may communicate with you by electronic mail on the basis that in consenting to this method of communication you understand and accept the inherent risks with respect to such mode of communication and you shall perform virus checks as applicable. We may, to the extent permitted by law, intercept such communications in order to monitor them for internal compliance or other statutory purposes. You shall be responsible for security and confidentiality of any electronic storage facility, where you request us to send documents pursuant to this Agreement.





4.6 You shall not, directly or indirectly, solicit the employment of any of our partners, members, directors or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 3 months following their completion or following termination of the Agreement, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, members, directors or employees, as the case may be, who may respond to any such campaign.

5. Ownership

5.1 We own all IPRs in any Deliverable and the Program (including any part thereof), except to the extent that the Deliverable incorporate your or third party pre-existing IPR which you or they shall continue to own. We shall retain ownership of our working papers.

5.2 You own any Deliverable in its tangible form on payment in full of our Charges and shall use the Deliverable subject to the terms of this Agreement.

6. Our advice and use of information

6.1 We may provide advice orally, in draft or interim form, but our latest written advice or final written report supersedes anything provided earlier.

6.2 You should not rely on any draft or interim advice. If we give you oral advice, and you wish to rely on it, you shall inform us and we will provide it in writing. You should only rely on our written advice.

6.3 We may rely on any instructions, requests or information supplied by any Person whom we reasonably believe to be authorised by you for such purpose.

6.4 If we receive information from you or from other sources in connection with the Services, we will rely upon it without independent verification.

6.5 Unless a part of the Services, we will not update the Services or the Deliverable after we have delivered the final Deliverable.

6.6 We cannot predict future events or circumstances, and you should not interpret our advice, forecasts or recommendations as a prediction or guarantee of any outcome.

6.7 Unless otherwise agreed, our Services and Deliverable are provided for your internal use only and on the basis that you shall not quote our name or reproduce our logo in any form or medium

without our prior written consent. The Deliverable shall not be disclosed to any other Person without our prior written consent except as permitted under the Agreement or except as required by law or by a competent regulatory authority (in which case you shall, if permitted by law or regulation, promptly inform us in writing). You may disclose the Deliverable to your Affiliate(s) who shall then be considered as Other Beneficiaries.

6.8 You may disclose the Deliverable to your legal and other professional advisers if seeking advice in relation to the Services, provided that you inform them that: (i) the Deliverable shall be kept confidential; and (ii) to the fullest extent permitted by law, we accept no liability to them in connection with the Services or the Deliverable.

6.9 Consent to record meetings: Any use of virtual meeting platforms such as Zoom, Google Meet, WebEx, MS Team or any other similar platform for the performance of scope of work/Services under the Engagement Letter shall be subject to the following conditions:

a) Where the Client or any Person on behalf of the Client (together referred to as "Client" for the purpose of this clause) wishes to record the proceedings in whole or in part during any audio and/or video meetings, (together 'Meetings'), it shall be required to provide an explicit written notice to all the attendee(s) of the call who would be representing us or participating on our behalf, prior to the Meeting. It is hereby agreed between the Parties that the recording of the Meeting shall not be permitted unless such consent has been granted in writing prior to the Meeting and mere participation in the Meeting shall not be considered as a consent.

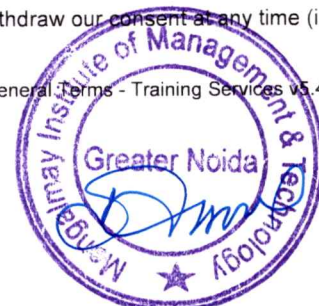
b) Without prejudice to our rights under law and/or contract or otherwise, we shall be entitled to withdraw from the Meeting which is being recorded without our explicit consent.

c) Any such consent, if granted, shall be valid only for that particular Meeting and for the agenda / purpose for which the Meeting is conducted.

d) No reliance shall be placed by the Client on the views expressed or advice provided or recommendations made by us during any such Meetings, whether recorded or not. Consequently, we and KPMG Persons shall not incur any liability to the Client or any other third party arising out of or relating to such recordings.

e) If the Client wishes to rely on any advice provided by us during such Meetings, Client is required to inform us about such requirement and we shall provide the same in writing. Client should only rely on our written advice at all times.

f) Any consent granted by us shall be considered as revocable and we shall be entitled to withdraw our consent at any time (i.e.





before, during or after the Meeting). In case of such revocation during the meeting, the Client undertakes to stop the recording immediately and in any case during or after the Meeting, delete all copies of such recording permanently from its system (including archival systems).

g) Client acknowledges that such recordings, shall be used solely for internal purposes of the Client and cannot be used or relied upon in any other manner whatsoever or disclosed to any other party, and shall ensure the confidentiality of the same in accordance with this clause.

h) Client agrees that such recording shall be without prejudice and that it shall not be entitled to alter, use or rely upon the recording in any manner whatsoever including without limitation in case of any dispute/differences between us and the Client. In no case shall such recording be used against us or our any KPMG Persons in any litigation or regulatory enquiries in any manner whatsoever.

i) Once the recording is done, the Client is obligated to immediately furnish to us an unaltered copy of such recordings, for our records. Client shall permanently delete any recording when such recording is no longer required.

j) Any content presented by us in the Meetings should not be copied in any manner through screen shots or otherwise, without our prior and explicit written consent.

k) Any consent obtained, in a manner other than provided in this clause, will be treated as null and void.

7. Confidentiality

7.1 The Parties shall keep each other's Confidential Information confidential and use it only to perform or receive the Services or for exercising their rights or performing their obligations under this Agreement. We shall not disclose your Confidential Information beyond KPMG Persons or subcontractors who are involved in delivery of Services unless permitted by you or by this clause. Each Party will protect the Confidential Information it receives as it would protect its Confidential Information, and exercise at least a reasonable standard of care.

7.2 The Parties may disclose Confidential Information if required by applicable law or regulation but only to the extent required by such law or regulation. The Parties may disclose Confidential Information to their insurers in relation to any dispute relating to this Agreement, in which event such disclosure shall be done privately and in confidence only.

7.3 Subject to our confidentiality obligations herein, we will retain engagement documentation to support the work performed by us, for a period as required by our document retention policy. We

shall be entitled to use your Confidential Information and to provide such information to

- (i) KPMG Persons and/or their external legal advisers
- (ii) other parties who facilitate the administration of our business or support our infrastructure

in both cases in order to

- (a) perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements),
- (b) perform internal risk assessments and
- (c) support the maintenance of quality and professional standards in the conduct and delivery of services (e.g., quality reviews of the services delivered, to identify and mitigate any KPMG quality, conduct or related risk management issues, facilitate requests by regulators, or the establishment and maintenance of knowledge databases).

We are still responsible for ensuring confidentiality if Confidential Information is shared with or accessed by such parties.

7.4 We may use information we obtain in performing the Services, anonymised and/or aggregated, so that no Personal Data or commercially sensitive information is disclosed, for development of expertise and know-how, benchmarking, analytics, quality assurance and other purposes related to our business.

7.5 Except as required by law or as set forth in this paragraph, neither Party shall acquire any right hereunder to use the name or logo of the other Party or any part thereof, without the express written consent of the other Party. You agree that we may refer to your name and/or logo in our internal and external communication, indicating the general services rendered.

7.6 This clause is applicable if we will be provided with information of a listed/proposed to be listed company in India for performing our Services. You shall inform us in writing, in advance, the name(s) of such company / companies and the PAN or other identifier of first-time provider of information to us, as required pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 ('Regulations') and shall comply with the provisions of the Regulations. You agree that we shall not be responsible for determining the difference between UPSI and non-UPSI that would form part of the information disclosed to us. All information supplied to us would be used for the purpose for which it has been provided and such legitimate business purpose, as required..

8. Our Charges





8.1 We shall invoice you as per the Engagement Letter for the Charges which shall be payable on presentation of our invoice (or at such other time as may be specified in the Engagement Letter) without set-off.

8.2 Upon termination of the Agreement, we shall be entitled to payment of our Charges for Services performed up to the date of termination. In this event, our Charges will be calculated at our agreed hourly rates (or if none are agreed then our relevant standard rates) at the time the Services were performed.

8.3 Where there is more than one addressee of the Engagement Letter, unless the Engagement Letter provides otherwise, each of you shall be jointly and severally liable to pay our Charges.

8.4 If we are required by law or any authority (whether investigative, regulatory, tax or otherwise) to participate in any proceeding or investigation related to the Services, you shall compensate us for the time spent based on our standard rates at that time as also for any costs and expenses incurred, including legal costs and applicable taxes, arising out of or relating to such proceeding or investigation.

9. Managing conflicts of interest

9.1 KPMG Persons may be delivering services to, or approached to deliver services to, or act for another party or parties during and after this engagement with interests that conflict with or are adverse to yours (a "Conflicting Party" or "Conflicting Parties").

9.2 KPMG Persons are free to deliver services to Conflicting Parties, but where the interests of any Conflicting Party directly conflict with yours in relation to the subject matter of the Services then the Engagement Team shall not deliver services to the Conflicting Party and Other KPMG Persons may only deliver services to the Conflicting Party where appropriate Barriers are in place. Where this process is followed and such Barriers are in place, you agree that this will be sufficient to manage such conflict.

9.3 "Barriers" means reasonable safeguards to facilitate the protection of our clients' interests, through information handling procedures and deployment of professionals.

10. Third parties and their rights

10.1 KPMG Persons (other than the KPMG contracting Party) may exercise rights given to them in this Agreement.

10.2 The Parties may end or vary this Agreement in writing without anyone else's consent, including any Other Beneficiaries' consent.

10.3 You agree to and accept the provisions of the Agreement on your own behalf and as agent for Other Beneficiaries. Other Beneficiaries (if any) acquire rights and become subject to obligations under this Agreement as if they had each signed a copy of the Engagement Letter and agreed to be bound by it.

10.4 Except as provided herein, the Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Agreement which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly.

11. Circumstances beyond your or our control

11.1 No Party shall be in breach of its obligations under this Agreement or incur liability to the other Party if that Party is unable to comply with this Agreement due to any cause beyond their reasonable control.

11.2 If such an event occurs, the affected Party shall, as soon as reasonably practical, notify the other Party, who may suspend or terminate this Agreement by giving seven days' notice, taking effect if the affected Party has not recommenced the performance of its obligations in that period.

12. Waiver, assignment and sub-contractors

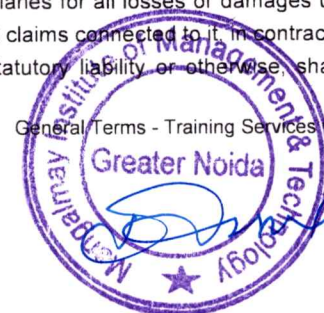
12.1 Failure by a Party to exercise or enforce any rights under this Agreement is not a waiver of such rights.

12.2 No Party shall assign the benefit of this Agreement without the prior written consent of the other Party.

12.3 We may appoint sub-contractors to assist in delivering the Services, but we remain responsible for performing the Services and we shall procure that they treat your Confidential Information under confidentiality obligations equivalent to those in this Agreement. Where any sub-contractor is not a KPMG Person we will notify you first.

13. Limitations on our liability

13.1 Our liability and that of any KPMG Person, in aggregate, to you and to Other Beneficiaries for all losses or damages under this Agreement and for all claims connected to it, in contract, tort (including negligence), statutory liability or otherwise, shall be





limited to the fees paid to us for the Services in last twelve (12) months preceding the claim. Nothing in this Agreement limits our liability for direct losses or damages arising from our fraud or deliberate breach of duty or any other liability which cannot be limited by law.

13.2 In no event shall we (including KPMG Persons) be liable for loss of profits, goodwill, anticipated savings or wasted time and for indirect, special, incidental, exemplary, punitive or consequential loss, claims, costs, expenses or damages.

13.3 Where there is more than one beneficiary of the Services (a "Beneficiary") the limitation on our liability in clause 13.1 shall be apportioned by the Beneficiaries amongst them. No Beneficiary shall dispute or challenge the validity or operation of clause 13.1 on the grounds that no apportionment has been agreed or that the share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" includes you and Other Beneficiaries.

13.4 Neither you nor any Other Beneficiaries shall bring any claim against any KPMG Person except KPMG in respect of loss or damage suffered by you arising out of or in connection with this Agreement or the Services. This clause is enforceable by any KPMG Person.

13.5 Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Agreement must be made within three years from the date of cause of action arising. It is agreed between the Parties that the cause of action shall be deemed to arise on the date on which the activity giving rise to the claim was performed. For the purposes of this clause, a claim shall be made when court or other dispute resolution proceedings are commenced.

14. Third Party Claims

14.1 You shall indemnify and hold us harmless from time to time and at all times hereafter, from and against all losses, damages, costs, charges and expenses, harm or injury suffered or incurred by us or any of us arising out of any third party notices, claims, demands, action, suits or proceedings given, made or initiated against us on account of or in relation to (a) the performance, by us or any of us, of all or any of our obligations hereunder (provided that the indemnity under (a) shall not, however, be applicable to the extent that any such notices, claims, demands, actions, suits or proceedings are found by a competent court in its final judgement to have resulted primarily from our wilful default in performing the Services described in the Engagement Letter) or (b) use, copy, duplication or distribution of the Deliverable or Program (or any part thereof) in a manner because of which there is any claim made or threatened against

us (c) any default committed by you in the performance of all or any of your obligations hereunder, including breach of our IPRs or (d) providing a copy of our Deliverable to a third party as agreed by us under the Engagement Letter or in writing otherwise.

14.2 If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time.

14.3 In this clause "us" shall include KPMG Persons and "you" shall include Other Beneficiaries.

15. Termination and Survival

15.1 Either you or we can terminate this Agreement by giving at least 30 days' prior notice to the other Party at any time. Except where termination is on account of clause 15.2 below, it is agreed between the Parties that (i) the Program shall be completed for all participants who have not finished the Program as on the date of the termination notice by a Party; and (ii) there will not be any new intake of participants for the Program from the date of termination notice by a Party.

15.2 We will terminate this Agreement immediately if: (i) there is a change of law, rule, regulation or professional standard, or circumstances arise that we reasonably believe would cause the relationship between the Parties to violate such law, rule, regulation or professional standard or would prejudice any KPMG Person's ability to comply with applicable independence requirements; or (ii) we believe a conflict of interest cannot be managed, but in that case we shall consult you before we do so; or (iii) in our view, we are unable to perform or continue to perform Services for any reason, including but not limited to, non-provision of the data or documents required by us on a timely basis or in case there is more than one addressee to the Engagement Letter, any disagreement between the addressees on the data to be furnished to us or any other dispute between such addressees.

15.3 Termination shall not affect any rights of any Party accrued before termination. Clauses 1, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15.3, 16, 17, 18, 19 and 20 shall survive expiry or termination of this Agreement, together with any other provision which, by implication, is intended to survive.

16. Data Protection

16.1 This clause 16 applies to personal data provided to us by you or on your behalf in connection with the Services ("Personal Data").





16.2 You warrant and represent that you have necessary consent, have provided any necessary notice and have complied with provisions/actionable required under applicable data protection laws to disclose Personal Data to us in connection with the Services.

16.3 We will take appropriate technical and organisational steps to protect against unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data.

16.4 We shall process the Personal Data as reasonably required (i) to provide the Services; (ii) for our reasonable business purposes including facilitation and support of our business and quality control; and (iii) to meet our legal and regulatory obligations. We may share Personal Data with KPMG Persons, our subcontractors or other parties who facilitate or support our business. We will only make such a disclosure where it is required in connection with such purposes and in compliance with applicable data protection laws.

16.5 With respect to Personal Data received under the Agreement, we shall notify you promptly: (i) upon receiving a request for Personal Data or other request from a data subject, or if we receive any claim, complaint or allegation relating to the processing of the Personal Data; (ii) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in our possession or control.

16.6 You shall inform us if you disclose any Personal Data that is subject to and governed by the General Data Protection Regulation (EU 2016/679) ("**EU Personal Data**"). Upon notice from you under this sub-clause, the Parties shall enter into a mutually agreed data protection exhibit governing the processing of such EU Personal Data which shall form part of these General Terms.

17. Notices

17.1 Any notice under this Agreement shall be in writing which includes email, except as set out in this clause. Any notice

alleging breach or terminating this Agreement must be delivered by registered post (or overseas equivalent) to or left (and signed for) at our respective addresses in the Engagement Letter (or such other address as may be notified in writing) addressed to the authorised persons of the relevant Party named in the Engagement Letter and copied to the Parties' respective General Counsel.

18. Legal and regulatory compliance

18.1 Notwithstanding any other provision in this Agreement, each Party agrees that the other may make any notifications, registrations and disclosures required by applicable law or regulation and this may include disclosures or registrations relating to money laundering, tax requirements, and criminal or regulatory investigations.

18.2 To the best of its knowledge and information available, each Party represents, warrants and covenants that as on the date of the Engagement Letter, each Party is in compliance with and has not violated applicable laws and regulations relating to anti-corruption and anti-bribery ("Anti-Corruption Laws") and agrees and undertakes that it shall not violate Anti-Corruption Laws, including through any of its employees, officers, affiliates, agents, subcontractors, or any other third party acting on its behalf.

19. Law and jurisdiction

19.1 This Agreement and all disputes arising on any basis from, under or in connection to it shall be governed exclusively by Indian law and subject to the exclusive jurisdiction of the courts in New Delhi, India.

20. Feedback on our performance

20.1 To help us improve our service, we may send you a feedback request. Your feedback will be seen by the Engagement Team Partner and the account Lead Partner.

