

Goldman Sachs Services Private Limited
Octave 3 | Salarpuria Sattva Knowledge City | Hi-Tec City | Hyderabad - 500081 | India



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CIN: U72400KA2003PTC032606

March 23, 2023

Animesh Kulshrestha

B 604 Lavish Towers, Krishna Indraprastha
Shastripuram Road, Dahtaura
Agra
Uttar Pradesh
India
282007

Dear Animesh,

We are delighted to offer you an internship with Goldman Sachs Services Private Limited – Hyderabad ("GSSPL") for a period of 8 weeks as an "Intern" in Global Compliance in Hyderabad (the "**Internship**"). We understand that such internship is a component/requirement of your academic curriculum.

The enclosed Statement of Terms and Conditions of Internship (the "**Terms**") sets out the particulars of your internship with GSSPL, which will apply to you during your Internship term.

During your Internship, you shall comply with all applicable GSSPL's rules, regulations and policies including such matters as GSSPL's security measures.

Offer

Your offer of Internship as set forth herein, and any extension of your Internship with GSSPL is conditional upon:

- your Internship start date with GSSPL will be communicated to you in writing by the firm. The start date shall not be later than June 30, 2023
- satisfactory results of background checks, reference, criminal, credit, education checks and other necessary checks; including providing accurate and complete information for the same
- you not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake the internship with GSSPL; and
- your eligibility to undertake the internship and work in India. Under Indian Immigration laws, foreign nationals must have appropriate employment visas before their Internship commences

Immigration

When you accept this offer, please confirm whether you will need to obtain an employment visa for your internship. If you are an Indian national, for administrative purposes it would be useful if you could provide a copy of the first page of your passport and any other relevant stamped pages with the signed copy of this letter.

We will assist you in applying for an employment visa, although we cannot guarantee the outcome of the application.

Accepting this offer

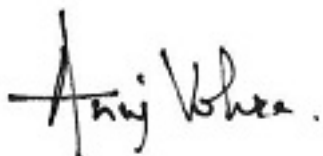
We hope that you will accept our internship offer, in which case please do the following:

- signify your acceptance of this offer, your Terms and the Verification of Personal Details Authorisation (enclosed as **Annexure A**) by signing this offer letter;
- complete on-line forms. Details as to how to access the appropriate website will be sent to you upon receipt of your signed offer letter, Terms and Verification of Personal Details Authorisation. If you do not complete the on-line forms before you start your Internship, your first Internship stipend payment will be delayed. **GSSPL's background checks will include verification of the information given on the on-line forms and so it is essential that the information is complete and accurate.** The provision of misleading, false or inaccurate information, or the omission of a material fact, may be legitimate cause for the immediate withdrawal of this offer or, once you have started your Internship, for immediate termination of your Internship without notice or Internship stipend payment. In signing this letter, you accept the statements and agree to the authorities given by you as set out in the Verification of Personal Details Authorisation; and
- if you need an employment visa, please contact us at IndiaCampusC@ny.email.gs.com

Once you have completed and signed all these documents, please return them to Human Capital Management in the envelope provided. This offer is valid until fourteen calendar days from the date of issue of this letter, after which unless already accepted it will lapse.

If you have any questions about this letter or the Terms, please contact your internship co-ordinator.

Yours sincerely,



Anuj Vohra
Vice President
Human Capital Management

For and on behalf of Goldman Sachs Services Private Limited – Hyderabad

Agreed and Accepted by:

Animesh Kulshrestha

(Date)

Are you legally authorized to work in India? Yes []; No [];

Do you need to obtain a visa to commence your internship with Goldman Sachs? Yes []; No [];

Before you commence internship we would prefer to correspond with you via e-mail. Please insert your preferred e-mail address for communication here.

Email address: _____

Terms and Conditions

This statement (the “**Terms**”) sets out the terms and conditions of your internship with Goldman Sachs Services Private Limited – Hyderabad (“**GSSPL**”) (“**Internship**”). This statement, together with your offer letter and the non-disclosure agreement, constitutes your internship contract with GSSPL (the “**Contract**”). In addition, you will be expected to comply with GSSPL’s policies and procedures as notified to you from time to time. These Terms replace and supersede all other agreements, written or oral, with respect to your Internship. GSSPL reserves the right to amend these Terms if necessary to comply with applicable law.

1. Intern: Animesh Kulshrestha

2. Internship

You will be an “Intern” of GSSPL. You shall not accept internship (or any other equivalent position) or employment, or any additional office or position, part time or otherwise, with or without remuneration, in any other entity during your Internship Term.

3. Date of Internship

Your Internship start date with GSSPL will be communicated to you in writing by the firm. The start date shall not be later than June 30, 2023 and will terminate 8 weeks later subject to paragraph 8 below (“**Internship Term**”).

4. Stipend

4.1 During your Internship, you will be entitled to a stipend of INR 1,200,000 per annum, prorated for the actual number of days worked and less tax or other withholdings and applicable deductions as required by law or in accordance with our policy. This constitutes the entire payment due to you from GSSPL on account of your Internship pursuant to these Terms.

You understand, undertake and agree that your Internship is so as to help satisfy a component of your academic curriculum and will not in any way be deemed or construed as employment or an offer of employment from GSSPL, either during or post the Internship Term, and therefore will not entitle you to any employment wages, benefits, rights, incentives accruing to employees, including provident fund and other statutory benefits, which you understand and agree to opt-out of given your internship and also your stipend amount. This internship does not entitle you to claim any additional remuneration and/or benefits, whether statutory or otherwise, which is or may be enjoyed by employees of GSSPL.

4.2 You agree as a condition of your Internship that GSSPL shall be entitled, at any time during your Internship, or in any event on termination, to deduct from the amounts due to you any monies due from you to GSSPL, including any deduction relating to leave taken in excess of entitlement or unauthorized leave of absence as at the date of the termination of Internship, applicable taxes, any deduction in respect of costs incurred by GSSPL or the cost of repairing damage to GSSPL’s property caused by you (and of recovering the same), etc.

5. Workplace

5.1 The firm's registered office is located in Bengaluru, although you may be required to work in any of the firm's other offices in India. You are currently required to work in the branch office of the firm, which is currently located at Octave 3, Salapurja Sattva Knowledge City, Hi-Tec City, Hyderabad.

5.2 Your minimum weekly hours of work are 40 per week with a 5 day week, but you will be required to work such additional hours as are necessary to meet the business demands of your job. Your compensation is comprehensive and inclusive of all work done by you.

6. Leave of Absence and Holidays

6.1 You will be entitled to twenty (20) days’ leave in a calendar year, pro-rated to your Internship Term. Such leave is provided in good faith at the discretion of the firm and cannot be accrued, carried forward or encashed at the end of your Internship Term. You are expected to intimate your designated manager in advance of your intention to avail of such leave, except in cases where it is not possible for you to provide advance intimation. In such a case, please inform your manager as soon as you are aware of the need to avail the leave and the expected duration of your leave.

6.2 If you are absent due to sickness and provided that you comply with the notification procedures, you may be paid your stipend during the period of your sick leave. Additionally, GSSPL may require you to undergo a medical examination by its nominated doctor or consultant before you return to office. GSSPL may also elect, with your consent, to consult your own doctor.

6.3 In addition, you will be entitled to public holidays on those days which are declared as holidays for GSSPL.

7. Termination of Internship and Notice

7.1 Subject to sub-paragraph 7.2 below, the minimum period of notice that GSSPL will give you to terminate your Internship is one (1) week or at its discretion, payment of stipend in lieu thereof. The minimum period of written notice of termination of the Internship that you are required to give GSSPL is one (1) week.

7.2 Notwithstanding sub-paragraph 7.1, GSSPL reserves the right to terminate your Internship without any notice and with immediate effect if it has reasonable grounds to believe that you are in breach of GSSPL's applicable rules, regulations and policies or guilty of misconduct (which shall, without limitation, include any breach of any of the provisions of these Terms) or if you have provided misleading, false or inaccurate information or omitted a material fact in the information that you have provided to us, in which case no notice or pay in lieu of notice will be due.

7.3 GSSPL reserves the right to require you to not come to office during part or all of any period of notice of termination of your Internship (whether given by you or GSSPL). For the avoidance of doubt, you will continue to be bound by your obligations to GSSPL until the end of the notice period.

8. Discipline and Grievance

8.1 GSSPL has detailed its disciplinary policy in a handbook, which is also applicable to you as an intern and can be accessed on GSSPL's intranet. Whilst the disciplinary process does not form part of these Terms, the disciplinary rules do. Disciplinary sanctions may include oral or written warnings and GSSPL reserves the right to impose a financial penalty, or in case of gross or serious misconduct, to terminate the Internship.

8.2 If you are dissatisfied with a disciplinary decision taken against you, you should contact Human Capital Management, which will arrange for your concern to be raised with the appropriate person.

8.3 If you have a grievance, you may raise the matter with your manager either in writing or in person or you may use GSSPL's formal grievance procedure, details of which are available on the intranet.

9. Confidential and Proprietary Information

9.1 In connection with your Internship, you may have access to non-public information and materials, including but not limited to information and materials describing or relating to the business and financial affairs, personnel matters, operating procedures, organisational responsibilities, marketing matters, and policies or procedures of GSSPL, its affiliates, their respective directors, employees, clients or other third parties; or the personal affairs of GSSPL's or its affiliates' directors or employees ("**Confidential and Proprietary Information and Materials**"). With respect to such Confidential and Proprietary Information and Materials, you agree that:

- Confidential and Proprietary Information and Materials shall be used only as authorised and only for the purposes intended by GSSPL; and
- you will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorised uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any director or employee of GSSPL who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies to authorised writings of any kind containing such information or materials, including books and articles; and
- unless you have prior written authorisation from GSSPL, you will not publicise, disclose or allow disclosure of any information about GSSPL or its affiliates', their respective present or former directors, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organisation responsibilities, marketing matters and policies or procedures, or any aspects of your Internship, candidacy for internship or your tenure as an intern of GSSPL or of the termination of such Internship, with any reporter, author, producer or similar person or entity, or take any other action seeking to publicise or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any other kind, as well as film, videotape, audiotape or any other medium; and
- during your Internship Term and thereafter, you will not disclose or use without authorisation, any information concerning persons or entities other than GSSPL that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or organization that you interned with (if any) or third party; and
- upon the termination of your Internship (or earlier if requested by GSSPL), you will return to GSSPL all originals and copies of documents and other materials relating to GSSPL or containing or derived

from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to GSSPL to the effect that all such Confidential and Proprietary Information and Materials have been returned.

9.2 You hereby irrevocably assign to GSSPL, its successors and assigns, and GSSPL shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work, including, but not limited to, any invention, discoveries, concepts, ideas or information, conceived by you in the course of your Internship with GSSPL, and all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including reports and notes prepared by you. Such work will be the property of GSSPL, shall be considered a work made for hire and may not be used for any purposes other than the benefit of GSSPL. Any and all such property and material containing such property shall be delivered to GSSPL on request and in any event at the termination of your Internship, and no copies thereof shall be retained by you except with GSSPL's prior written consent. You will cooperate fully with GSSPL to establish, protect or confirm GSSPL's exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to GSSPL.

9.3 The obligations set out in this paragraph shall survive the termination of your Internship. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure GSSPL and its business in a manner inadequately compensable in damages, and that GSSPL may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

9.4 The provisions of this Section 9 shall be supplemented by the non-disclosure agreement, set out in Annexure B hereto, which you are expected to sign and return along with the offer letter, the Terms and the Verification of Personal Details Form.

10. Compliance

In addition to your compliance with the policies and procedures as outlined in the handbook, you will be expected to comply with the applicable policies published on the intranet that broadly affect and govern our business and personal conduct. You acknowledge that GSSPL including its affiliates maintains restrictions regarding the personal securities and commodities transactions, private investments and outside business activities of employees, interns and certain of vendors. You agree to comply with all such restrictions, made applicable to you.

11. No Promotion

You agree that you shall not, without the prior written consent of GSSPL in each instance: (a) use in advertising, publicity or otherwise the name of GSSPL or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by GSSPL; or (b) represent, directly or indirectly, that any product or any service provided by the undersigned has been approved or endorsed by GSSPL.

12. Non-Employment

You affirm that you are not an employee of GSSPL for any purpose and that you are not entitled to exercise any rights, or seek any benefit, accruing to the regular employees of GSSPL by virtue of this Internship. You agree to provide any assistance necessary to GSSPL in investigating any illegal or fraudulent activities, security breaches or similar situations.

13. Background Check and Testing

You agree that in connection with this Agreement, you may be subject to a background check, including employers, education, credit, criminal public record, drug screen, fingerprinting or other checking or testing, and the undersigned consents to the foregoing. You hereby release GSSPL, its employees and agents from any and all liability or claims arising from such checking and testing and the use and reporting of the results thereof.

14. Dispute Resolution

14.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

14.2 In the event no amicable resolution or settlement is reached between the parties within a period of fifteen (15) days from the date on which the dispute arose, such dispute shall be referred to and finally settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") as amended from time to time. The arbitration shall be before a mutually acceptable single arbitrator or, upon the failure of the parties to agree upon a single arbitrator, within a period of ten (10) days thereupon, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint

a third arbitrator, who shall act as the presiding arbitrator. Provided, that if the third arbitrator has not been nominated within thirty (30) days of their appointment, such third arbitrator shall be appointed by the Court (as defined in the Act), as provided under the Act. The award of the arbitrators shall be final, and judgment upon the award rendered may be entered in any court, having jurisdiction. The arbitration proceedings shall be held in Bengaluru and the language of the arbitration shall be English.

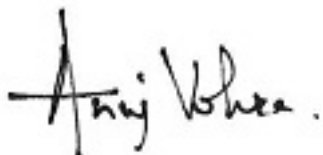
14.3 The existence of any dispute or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

14.4 Notwithstanding anything contained herein, the parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Contract to seek an injunctive or any other specific relief in the courts of competent jurisdiction.

15. Jurisdiction and Governing Law

These Terms together with the Offer Letter shall be subject to the jurisdiction of the Courts of Bengaluru, Karnataka, India and shall be subject to the laws applicable in India.

Yours sincerely,



**Anuj Vohra
Vice President
Human Capital Management**

For and on behalf of Goldman Sachs Services Private Limited – Hyderabad

Agreed and Accepted by:

Animesh Kulshrestha

(Date)

ANNEXURE A
VERIFICATION OF PERSONAL DETAILS AUTHORISATION

In signing below I confirm that the information I will be providing in the on-line forms will be complete, accurate and true. I understand that this offer of internship is conditional upon the verification, to GSSPL's entire satisfaction, of any or all of the information I will be supplying and that if any of the information I provide is found to be misleading, false or otherwise inaccurate, GSSPL may in its sole discretion withdraw this offer or, if I have already commenced my internship with GSSPL, take disciplinary action (up to and including termination of the Internship) against me.

I understand that GSSPL and/or any persons or organisation acting on GSSPL's behalf (which may include third parties outside the Goldman Sachs group) (hereinafter, "you") may, to the extent permitted by law, procure, process and store information from any individual, company, institution or other body which you consider necessary or desirable for the assessment of my suitability for internship. I understand and agree that this will include the verification of the information I will be providing in the on-line forms and may well include the obtaining of documents and/or information covered by various data protection laws, of investigative and consumer credit reports which may contain information regarding my background, character, legal history, credit worthiness and personal reputation. I also understand and agree that you may perform reference checks of any prior employment I may have had (if any).

I also agree that, during the course of my internship with GSSPL, a consumer or investigative report may be procured in connection with subsequent decisions regarding my internship. I understand that you agree that you will not use or publish any such documents and/or information save as is reasonably required by GSSPL in respect of my application for internship. I authorise you to carry out all such investigations as are described above. I hereby explicitly consent to the processing by you of personal data (including sensitive personal data) and understand and accept that this data may be transferred to and processed outside the country. I understand that, upon my written request, I will be advised of the name and address of each consumer reporting agency from which a consumer report or investigative report may have been obtained.

I confirm that in carrying out such enquiries and investigations you are entitled to and will rely upon the consents and authorities I have given. I further agree that you and any person or entity supplying information shall incur no liability whatsoever in respect of any document or information supplied as a result of or obtained through such inquiries and investigations. This shall be the case whether the content of any such document obtained is accurate or inaccurate and/or any information is true or untrue.

Animesh Kulshrestha

(Date)

ANNEXURE B
NON-DISCLOSURE AGREEMENT

1. Non-Disclosure

In connection with services now or in the future performed by the undersigned for Goldman Sachs Services Private Limited – Hyderabad (“GSSPL”) or for any subsidiary, affiliate or indirect and direct holding/parent companies of GSSPL (collectively called “Goldman Sachs”), the undersigned may have access to non-public information and materials, including but not limited to information and materials describing or relating to the business and financial affairs, personnel matters, formulas; strategies; methods; processes; computer materials including source or object codes, data files, computer listings, computer programs, and other computer materials (regardless of the medium in which they are stored), operating procedures, organizational responsibilities, marketing matters, and other policies or procedures of Goldman Sachs or its partners, shareholders, clients, vendors, or other third parties, or the personal affairs of partners or employees (“Confidential Information”). With respect to such Confidential Information, the undersigned acknowledges and agrees to the terms of this non-disclosure agreement (“Agreement”) as follows:

(a) Confidential Information shall be used only as authorized and only for the purposes intended by Goldman Sachs.

(b) The undersigned shall hold Confidential Information in strict confidence and, except for the above authorized uses, shall not, nor shall it permit any agent to, give, disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise provide Confidential Information to any person, firm or corporation including any partner or employee of Goldman Sachs who does not have a need to know the Confidential Information. This provision applies to unauthorized writings of any kind containing such information or materials, including books and articles. The undersigned shall not publicize, disclose, or allow disclosure of any information about Goldman Sachs, its present or former partners or employees, agents, vendors or clients, or any aspect of the undersigned's work for Goldman Sachs, with any reporter, author, producer or similar person or entity, or take any other action seeking to publicize or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any kind, as well as film, videotape, or any other medium.

(c) Upon the termination of the services to be performed by the undersigned (or earlier if requested by Goldman Sachs), the undersigned shall return to Goldman Sachs all originals and copies of documents and other materials relating to Goldman Sachs or obtained or developed in the course of performing services for Goldman Sachs, or containing or derived from Confidential Information which are in the undersigned's possession or control, together, if requested by Goldman Sachs, with a certificate signed by the undersigned, in form and substance satisfactory to Goldman Sachs, to the effect that all such Confidential Information has been returned.

(d) The undersigned hereby irrevocably assigns to Goldman Sachs, its successors and assigns, in perpetuity (irrespective of whether or not exercised by the Firm at any time after such assignment), and on a worldwide basis, and Goldman Sachs shall have, exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work produced by the undersigned including, but not limited to, any invention, discoveries, concepts, ideas or information conceived by the undersigned in the course of rendering services to Goldman Sachs and all documents, data and other information of any kind including information incorporating, based upon or derived from the foregoing, including reports and notes prepared by the undersigned. Such work produced shall be the property of Goldman Sachs, shall be considered a work made for hire and may not be used by the undersigned for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered forthwith to Goldman Sachs on request by Goldman Sachs and in any event at the termination of the undersigned's work for Goldman Sachs and no copies thereof shall be retained by the undersigned unless the prior written consent of Goldman Sachs is obtained with respect thereto. The undersigned shall cooperate fully with Goldman Sachs to establish, protect or confirm its exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested by Goldman Sachs, accompany such materials.

2. Non-Promotion

The undersigned agrees that the undersigned shall not, without the prior written consent of Goldman Sachs in each instance: (a) use in advertising, publicity or otherwise the name of Goldman Sachs or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Goldman Sachs; or (b) represent, directly or indirectly, that any product or any service provided by the undersigned has been approved or endorsed by Goldman Sachs.

3. No Infringement

You affirm that you have all necessary rights, authorization or licenses to undertake this Internship and continue the Internship during the Internship Term and you are not in breach of any agreement by which you are bound or constitute an infringement of any patent or copyright or constitute an unauthorized use of proprietary information or trade secrets of a third party.

4. Non-Employment

You affirm that you are not an employee of GSSPL for any purpose and that you are not entitled to exercise any rights, or seek any benefit, accruing to the regular employees of GSSPL by virtue of this Internship. You agree to provide any assistance necessary to GSSPL in investigating any illegal or fraudulent activities, security breaches or similar situations.

5. Background Check and Testing

You agree that in connection with this Agreement, you may be subject to a background check, including employers, education, credit, criminal public record, drug screen, fingerprinting or other checking or testing, and the undersigned consents to the foregoing. You hereby release GSSPL, its employees and agents from any and all liability or claims arising from such checking and testing and the use and reporting of the results thereof.

6. Regulatory Compliance Procedures

The undersigned acknowledges that Goldman Sachs maintains restrictions regarding the personal securities and commodities transactions, private investments and outside business activities of employees and certain of vendors. The undersigned agrees to comply with all such restrictions, made applicable to him or her.

7. Governing Law and Dispute Resolution

- (a) This Agreement shall be governed by and construed in accordance with the laws of India.
- (b) If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.
- (c) In the event no amicable resolution or settlement is reached between the parties within a period of fifteen (15) days from the date on which the dispute arose, such dispute shall be referred to and finally settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Arbitration Act") as amended from time to time. The arbitration shall be before a mutually acceptable single arbitrator or, upon the failure of the parties to agree upon a single arbitrator, within a period of ten (10) days thereupon, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator, who shall act as the presiding arbitrator. Provided, that if the third arbitrator has not been nominated within thirty (30) days of their appointment, such third arbitrator shall be appointed by the Court (as defined in the Act), as provided under the Act. The award of the arbitrators shall be final, and judgment upon the award rendered may be entered in any court, having jurisdiction. The arbitration proceedings shall be held in Bengaluru and the language of the arbitration shall be English.
- (d) The existence of any dispute or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the parties of their respective obligations pursuant to this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.
- (e) Notwithstanding anything contained herein, the parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Agreement to seek an injunctive or any other specific relief in the courts of competent jurisdiction.

8. Survival

The obligations created by this Agreement shall survive the termination of the services of the undersigned and is enforceable directly against the undersigned individually. The undersigned acknowledges that any violation, breach or other failure on the undersigned's part to strictly comply with this Agreement could materially adversely affect Goldman Sachs and its business, thus giving rise to suit for monetary damages and/or injunctive relief for such violation, breach or other failure.

Animesh Kulshrestha

(Date)