Private & Confidential

November 23, 2022

Varun Krishna
No-J-224, Sector-12 Pratap Vihar
Ghaziabad
Uttar Pradesh 201009
India

Dear Varun,

I am pleased to give you details of the terms under which we wish to offer you a position with FTI Consulting ("**FTI**" or the "**Company**"). This offer is contingent upon receipt of satisfactory references and successful completion of a pre-employment background check.

Employer

Your contract of employment (this "**Contract**") is with FTI Consulting India Private Ltd. This Contract sets out the principal terms and conditions applying to your employment with the Company and together with the policies of the Company as may be applicable from time to time, if any, constitutes your contract of employment.

Commencement

Your commencement date will be on January 2, 2023 or any date to be mutually agreed, as the case may be (the "**Commencement Date**").

The Company reserves the right to withdraw its offer of employment if the satisfactory references are not received by the Company.

Position

You will be employed in the position of Sr. Analyst, Research, with effect from the Commencement Date. You will report to Lauren Linn, Director or another performance manager as deemed appropriate by the Company.

You will be employed in New Delhi, but the Company may request you to work at any other place or country within the Asia Pacific region or elsewhere, either on a temporary or on an indefinite basis. Any relocation request made by the Company shall not become effective unless consented to by you. Subject to mutual consent, the Company may require you at any time and from time to time to vary the nature of your duties and to require you to carry out your duties with any subsidiary or associated company.

During the period of your employment with the Company, you shall devote the whole of your time, attention and abilities to the business of the Company and shall not be engaged in or carry on any other work or business without the Company's prior written consent.

The Company requires the highest standards from you in the performance of your work and general conduct. You must act in the best interests of the Company at all times, and conduct your personal and professional life in a way that does not risk damaging the Company's reputation. In addition you must comply at all times with all rules and regulations of the relevant regulatory authority applicable to the functions and roles you are requested to perform.

Probation

(i) There will be a probationary period of 3 months.

(ii) During the probationary period, your employment hereunder may be terminated by either party by giving to the other party not less than seven (7) days' prior written notice. The Company reserves the right to extend your probationary period as deemed necessary.

Remuneration

Your total remuneration is Indian Rupee (INR) 960,000.00 per year, paid over a 12-month cycle following the salary structure below. The amounts will be paid together with your monthly payroll.

All payments will accrue from day to day and are calculated on the basis of the actual number of days elapsed and a year of 365 days.

The normal method of payment of remuneration is by bank transfer to your designated bank account by the end of each month. The remuneration payable by the Company shall be subject to any deduction that may be required to be made under any Local Applicable Laws (including tax deduction at source, contribution towards provident fund, employees' state insurance and other statutory contributions and fringe benefit tax, wherever applicable). You are responsible for the tax payable elsewhere if applicable.

(a) Basic Salary
Your base salary is Indian Rupee (INR) 480,000.00 per year.

(b) Flexible Compensation Plan (FCP)
As part of your total package, you are eligible to receive a total of Indian Rupee (INR) 314,400.00 per year from the Flexible Compensation Plan.

(i) House Rent Allowance (HRA)
You are eligible to receive a Housing Allowance equivalent to Indian Rupee (INR) 240,000.00 per year.

Your Housing Allowance entitlement applies where rental receipts are provided and your tenancy agreement is duly signed and stamped. You will also need to provide evidence such as your residential address, owner name and rental period.

(ii) Leave Travel Assistance (LTA)
You are eligible to receive Leave Travel Assistance equivalent to Indian Rupee (INR) 48,000.00 per year.

Leave Travel Assistance applies for holidays taken anywhere in India. This exemption is limited to the actual travelling cost (within India) for you and your family. The tax rules provide for an exemption for only two journeys performed in a block of four calendar years. You are entitled to Leave Travel Assistance subject to providing proof of travel, such as transportation tickets, boarding passes and travel agent invoices.

(iii) Meal Vouchers
You are eligible to receive Meal Vouchers equivalent to Indian Rupee (INR) 26,400.00 per year.

Meal vouchers will be provided as Sodexo Meal Pass (card) and you can purchase food and non - alcoholic beverages, you can use your card both online and at food outlets. You can save taxes over and above 80C and 80D.

(c) Special Allowance
You are eligible to receive a special allowance equivalent to Indian Rupee (INR) 165,600.00 per year.

Where documents are unable to be provided as proof for House Rent Allowance or Leave Travel Assistance, these will be considered under a Special Allowance.

The Company is entitled to deduct from your remuneration or any other payment due to you from the Company, including any payment due to you on termination of your employment, any sums properly due from you to the Company. Such sums include, without limitation, repayment of any loans or advances (including advances on expenses), repayment of any overpaid holiday pay, salary or benefits and the cost of any damage to or loss of the Company's property caused by you. You will be solely responsible and liable for the payment of all taxes, including any income and other taxes and for compliance with the applicable laws governing such taxes.

Your remuneration shall be reviewed annually by the Company in accordance with Company policy.

Discretionary Bonus

Subject to continuing favourable reports and the conditions set out below or established by the Company from time to time, you may be eligible to receive an annual discretionary bonus. A bonus payment in any year is discretionary and conditional on:

(i) you continuing to be an employee of the Company on the bonus payment date; and

(ii) neither the Company nor you having served notice to terminate your employment prior to the bonus payment date.

In the event that these conditions are not met you will have no right to be considered for a discretionary bonus or a pro-rated discretionary bonus. All bonuses will be contingent on the successful performance of the Company, Practice and Region. For avoidance of doubt, payment of any bonus shall be at the discretion of the Company and is not a mandatory obligation.

Office Hours

The India operation works a five-day week, 9:00 am to 6:00 pm (with one hour for lunch), from Monday to Friday. The Company reserves the right to vary your working hours if the needs of the business so require. As with any professional office, significant amounts of overtime may be necessary at certain times of the year. The Company does not pay for overtime, but the extra hours worked is one of the factors which may be taken into account in the

annual review of salary levels and staff gradings.

Annual Leave

In addition to local mandated public holidays, you will be entitled to 20 Days paid annual leave each year which will be pro-rata for any period less than 12 months. Any accrued and untaken annual leave will be paid to you on leaving the Company. Any accrued and untaken annual leave can only be carried over in line with the Company policy.

Sick Leave

If you are prevented by illness, accident or other incapacity from properly performing your duties under this Contract, you shall report this fact as soon as reasonably practicable and in line with Company policy. If you are so prevented, you shall if required by the Company provide appropriate doctor's certificates in respect of any period of absence in excess of two working days.

You will be paid with sick leave allowance in accordance with the local applicable laws and the Company's policies and practices where appropriate.

Provident Fund and Employees' State Insurance

Subject to applicability, the Company shall make such minimum contribution and payments towards employees' provident fund and state insurance as may be required to be made under the Employees' Provident Scheme, the Employees' State Insurance Act and the Payment of Gratuity Act, 1971.

Medical Cover

You will be entitled to participate in the Company's medical scheme. The Company may from time to time modify or integrate its medical scheme as necessary and shall make details of such modification or integration available to you.

Representations and Warranties

You represent and warrant that:

a) You are fully competent to execute this Contract and perform hereunder without any restrictions and without resulting in a breach of any of your contractual obligations.

b) You do not suffer from any disqualifications.

The aforesaid representations and warranties shall be required to be as much true and valid on the Commencement Date as these stand on the date of this Contract. You undertake to inform the Company of any events which happen during the currency of this Agreement which have or are likely to have an adverse effect on the representation and warranties.

Termination of Employment

After completion of your probationary period, your employment can be terminated by either party giving the other 2 months' written notice.

However, the Company shall be entitled to terminate the employment by payment of salary in lieu. However, notwithstanding any other provision in this Contract, you may be summarily dismissed:

(i) in the circumstances provided by the employment laws;

(ii) if you commit any serious breach of the terms of this Contract and/or the Company's operating procedures as laid down by the Company including breach of any of the Company's Codes and Policies communicated to you from time to time,

(iii) for failure or inability to provide any undertakings as may be reasonably requested in accordance with this Contract within a reasonable period of time or any censure or fining of you by the relevant regulatory authority,

(iv) for conduct which the Company considers brings or is likely to bring the Company or any associated company into disrepute or conviction of a criminal offence,

(v) if any of the information given by you in connection with your personal details and or your past service be found to be untrue,

(vi) on discovery by the Company that you are soliciting or have accepted employment elsewhere, prior to providing notice of resignation to the company, or

(vii) on discovery by the Company of any prior regulatory fine or censure, litigation, crime, or non-voluntary termination of any prior employment affecting you, or any report from our background checking agency or referencing the Company considers unsatisfactory.

Post Termination

Upon and at any time after termination of your employment for whatever reason neither party shall make any oral or written statement to any third party who is or may be reasonably construed as being disparaging of the other or otherwise harmful to the other's reputation. The parties shall maintain as confidential the reasons for and terms of termination of this Contract save that nothing herein shall prevent the parties from disclosing such reasons and terms to their professional advisors or as may be required by law and/or regulatory authority.

Termination Payment

On termination the company will make all required payments with your final salary. The company reserves the right to deduct any monies owed from the final payment.

Return of Company Property & Co-operation

Immediately upon the termination of your employment for whatever reason or at any other time requested by the Company, you shall deliver up to the Company all correspondence, drawings, documents, electronic data or other papers and all other property belonging to any FTI Group Company (including any Confidential Information) which may be in your possession or under your control or which you can reasonably obtain (including such as may have been made or prepared by you or have come into your possession or under the control of you and relating in any way to the business or affairs of any FTI Group Company or of any agent, correspondent or customer of any FTI Group Company) and you shall not, without the written consent of the Company, retain any copies thereof and if so requested shall send to a duly appointed officer of the Company a signed statement confirming that you have complied with this sub-paragraph.

Codes and Policies

You are required to inform yourself and observe and adhere to the Company's Codes and Policies of general application to its employees, including, without limitation, FTI's Code on Ethics and Business Conduct, International Anti-Corruption Policy, Policy on Conflicts of Interest, Policy Statement on Protection of Inside Information, Policy on Disclosure Controls and Whistleblower Policy inclusive of the terms of such Codes and Policies as may be supplemented, amended, modified or restated after the Commencement Date.

The Company's Codes and Policies are for the benefit of the Company only and do not vest enforceable rights in you. Any breach of any code or policy on the part of the Company will not amount to a breach of any implied duty of mutual trust and confidence.

Confidentiality

You shall not during your employment and upon the termination of your employment:

(i) except as authorised or required by your duties, make use of or reveal to any person, firm or company any Confidential Information which may have come to your knowledge during your employment or otherwise and shall keep with complete secrecy all Confidential Information entrusted to you and shall not use or attempt to use any such information in any manner which may cause or be calculated to cause injury or loss either directly or indirectly to the Company and/or any FTI Group Company and/or any of its businesses. This restriction shall cease to apply to information or knowledge which comes into the public domain otherwise than through your action;

(ii) you shall not during the continuance of your employment make, otherwise than for the benefit of the Company or any FTI Group Companies, any notes or memoranda (or copy thereof) relating to any matter within the scope of the business of the Company or FTI Group Companies or concerning any Confidential Information or any of their dealings or affairs; nor shall you, either during the continuance of your employment or afterwards, use or permit to be used any such notes or memoranda otherwise than for the benefit of the Company or FTI Group Companies, it being the intention of the parties hereto that all such notes or memoranda made by you and Confidential Information shall be the property of FTI Group Companies, and upon termination of your employment you shall return the said notes, memoranda and Confidential Information or provide evidence of its destruction to the satisfaction of the Company as it may require;

(iii) for the purposes of this paragraph "Confidential Information" includes such information which is proprietary and/or confidential to the Company or any FTI Group Company, any of the trade secrets or confidential operations, process or inventions carried on or used by any FTI Group Company, dealings of any FTI Group Company, secret or confidential information which relates to the business or affairs of any FTI Group Company or organisation in which the Company or any FTI Group Company is concerned or interested or any of its clients' or customers' transactions or affairs, any FTI Group Company technology, designs, documentation or manuals, budgets, financial information, accounts, financial statements, customer lists, marketing studies, drawings, notes, memoranda and the information contained therein (whether or not the same has been marked or designated as being confidential or not); and

(iv) the obligations set out in this paragraph shall continue to apply after the termination of this Contract.

Intellectual Property Rights

Any and all processes, works, materials, methods formulated discoveries, inventions, secret process or improvements in procedure made or discovered or other matters developed by you while in the service of the Company or in the

course of employment with the Company in connection with, or in any way affecting or relating to the business of any FTI Group Company or capable of being used or adapted for use therein or in connection therewith or by using any material, assets, information of the Company or the FTI Group shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company or such FTI Group Company as the Company may nominate for the purpose.

You, if and whenever required so to do (whether during or after the termination of your employment) shall, at the expense of the Company or its nominee apply or join in applying for the grant of a patent or other similar protection in India or any other part of the world for any such discovery, invention, process or improvement as aforesaid and execute all instruments and do all things necessary for vesting the said patent or other similar protection when obtained and all rights and title to and interests in the same in the Company and/or its nominee absolutely and as sole beneficial owner or in such other person as the Company may require to the extent that these do not automatically vest in the Company, you shall hold them on trust for the Company and will (at the Company's expense) sign such documents as are necessary to vest them in the Company.

Without prejudice to the foregoing, you hereby irrevocably assign to the Company proprietary rights arising in any and all processes, works, materials methods formulated discoveries, inventions, secret process or improvements in procedure made or discovered or other matters developed by you while in the service of the Company or in the course of your employment in perpetuity and on a worldwide basis (whether such rights are exercised or not) and hereby waive any moral rights in relation to the assignment hereto.

Non-Solicitation

In consideration of the remuneration and other benefits provided to you under this Contract, you hereby agree with the Company that you shall not within India, directly or indirectly, except as a representative or nominee of the Company or any FTI Group Company (whilst you are an employee of the Company) or otherwise without the Company’s prior written consent, that you shall not during the term of your employment and for a period of six months thereafter, either on your own account or for any other person, directly or indirectly solicit interfere with or endeavour to entice away from the Company or any FTI Group Company any person who to your knowledge is now or has been a client, customer, supplier or employee/worker/consultant of or in the habit of dealing with the Company or any FTI Group Company and in each case with whom you shall have had dealings (whether by way of team work, delegation, supervision or otherwise) during the last twelve months of your employment.

Restrictive Covenants

You will, in the course of your employment hereunder, have dealings with customers/clients and obtain knowledge of the trade secrets and other confidential information in regard to the business of the Company and its associate Company, you hereby agree and undertake with the Company for itself and as trustee for its associated Company that you shall not without the prior written consent of the Board (such consent to be withheld only so far as may be reasonably necessary to protect the legitimate interests of the Company or any associated Company):

a) for the Restricted Period be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner, employee or any manner whatsoever) in any business concern (of whatever kind) which shall in India (or any other country in respect of which you have been materially engaged during the period of 12 months prior to your Termination Date) be in competition with the Company and/or any other business of the Company and/or any associated Company, being business of a kind with which you were concerned to a material extent during the period of one year prior to the Termination Date provided always that nothing in this clause shall restrain you from engaging or being interested as aforesaid in any such business concern in so far as your duties or work relate principally to services or goods of a kind with which you were not concerned during the period of one year prior to the Termination Date.

b) for the Restricted Period either on your behalf or on behalf of any other person, firm or company in respect of the services provided by the Company in respect of the provision or sale or supply of which you may have been engaged during your employment with the Company or any associated Company:

(i) canvass, solicit or approach or cause to be canvassed, solicited or approached for orders; or

(ii) directly or indirectly deal with any person, firm or company who at the date of the Termination Date or within one year prior to such date is or was a client or customer of the Company or any associated Company or was in the habit of dealing under contract with the Company or any associated Company and with whom or which you had contact during the said period; and

c) for the Restricted Period either on your behalf or on behalf of any other person, firm or company:

(i) directly or indirectly solicit or entice or endeavour to solicit or entice away from the Company or from any associated Company any employee of executive or senior managerial status (including Associate Vice President, Vice President, Senior Vice President, Director and Managing Director) earning in excess of £60,000 (or local currency equivalent) or of technical status engaged in its or their business and with whom you had dealings other than in a minimal and non-material way at any time during the last year of the your employment hereunder; and

(ii) interfere or seek to interfere with the continuance of supplies to the Company and/or any associated Company (or the terms relating to such supplies) from any suppliers who have been supplying goods, materials or services to the Company and/or any associated Company at any time during the last year of your employment hereunder.

For the purpose of this clause,

a) "Restricted period" means six (6) months from the Termination Date less any period during which you have been placed on garden leave by the Company once notice has been given by either party to terminate this Agreement;

b) The word “client/s” shall include those persons or entities to which the Company has sold any products or for which the Company performed any services including any prospective clients. The phrase “prospective client/s” shall include those persons or entities to which the Company

(i) maintained or established contact or other information regarding that person or entity for the purpose of soliciting or potentially soliciting the sale of any products or services, or

(ii) solicited for the purposes of selling any products or performing any services within the six month period immediately prior to the termination of your employment with the Company for any reasons whatsoever;

c) "Termination Date" means the date on which your employment terminates.

You acknowledge and agree that the above restrictions are reasonable for the legitimate protection of the business and goodwill of the Company and are reasonable in all the circumstances as at the date hereof. However, it is hereby agreed and declared that if any one or more of such restrictions shall be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company and/or any associated Company but would be valid if words were deleted there from the said restrictions shall be deemed to apply with such

modifications as may be necessary to make them valid and effective and any such modification shall not thereby affect the validity of any other restriction contained herein. Notwithstanding the limitation of this provision by any law for the time being in force, you hereby undertake to, at all times, observe and be bound by the spirit of this clause.

Reasonable and Fair Restraint

You acknowledge and agree that during your employment you:

(i) will be exposed to Confidential Information, operating systems and other aspects of the Company's and/or FTI Group Companies' business that are the property of the Company or the FTI Group Company;

(ii) will acquire significant information about the business of the Company and FTI Group Companies including the names of employees, contractors, officers, agents, suppliers and customers with whom they do business;

(iii) will have the opportunity to forge personal links with their employees, contractors, officers, agents, suppliers and customers; and

(iv) will have the opportunity to learn and acquire trade secrets, business connections and other Confidential Information about the Company's and FTI Group Companies' business.

Each of the restraints contained in paragraphs Non-Solicitation and Use of FTI name and/or Trade Mark above is reasonable in scope and duration and is reasonably necessary to protect the goodwill and legitimate business interests of the Company and the FTI Group Companies.

While the restrictions set out above are considered by the parties to be reasonable in all the circumstances and are legitimate protection of the business and goodwill of the Company, it is recognized that restrictions of the nature in question may fail for technical reasons and, accordingly, it is hereby agreed and declared that if any one or more such restrictions shall (either by itself or themselves or taken with others) be adjudged to be invalid as exceeding what is reasonable in all the circumstances for the protection of the interests of any FTI Group Company; but would be valid if any particular restrictions were deleted or if part or parts of the wording thereof were deleted or restricted or limited in a particular manner, or if the period or area thereof were reduced or curtailed; then the said restrictions shall apply with such deletion, restriction, limitation, reduction, curtailment or modification as may be necessary to make the restriction valid and effective.

Since you may also obtain in the course of this employment, by reason of services rendered for any FTI Group Company, knowledge of the Confidential Information of such FTI Group Company you hereby agree that you shall, at the request and cost of the Company, enter into a direct agreement or undertaking with such FTI Group Company whereby you shall accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such business and such area and for such period as such FTI Group Company may require for the protection of its legitimate interests.

Use of FTI name and/or Trade Mark

You further agree with the Company (without prejudice to the rights of any FTI Group Company under the general law) that you shall not during your employment and after you cease to be an employee of the Company (without any limit in point of time) within the Territory, directly or indirectly, except as a representative or nominee of the Company or any FTI Group Company (whilst you are an employee of the Company) or otherwise without the Company’s prior written consent

(i) use the names "**FTI**" or any colourable imitation thereof in connection with any business; or

(ii) use any trade mark, patent or any other intellectual property right of any FTI Group Company in connection with any business not belonging to any FTI Group Company.

Data Protection

The Company and/or any FTI Group Company shall process your personal data (including, where necessary, sensitive personal data). You consent to the processing of such data both domestically and internationally for the purposes of:

a) salary, benefits and pensions administration and employee management;

b) health administration and for the purposes of health insurance/benefits;

c) training and appraisal, including performance records and disciplinary records;

d) equal opportunities monitoring;

e) any potential change of control of the Company or FTI Group Company, or any potential transfer of your employment. In such circumstances, disclosure may include disclosure to the potential purchaser or investor and their advisors;

f) promoting or marketing of any FTI Group Company, its or their products or services;

g) compliance with applicable procedures, laws and regulations;

h) any other reasonable purposes in connection with your employment, about which you shall be notified from time to time.

You acknowledge and accept that in order to fulfil the purposes set out above, it may be necessary to pass your personal data (or sensitive personal data, as appropriate) to regulatory bodies, government agencies and other third parties as required by law or for administration purposes. You acknowledge and accept that the Company and the FTI Group Companies may monitor electronic correspondence (including email, voice and text messages) which you receive at work or your other use of Company IT systems, in order to ensure the integrity of its information technology or to prevent or detect criminal behaviour or behaviour which contravenes employment legislation or other Company policies, including but not limited to the Company's IT policies. In particular, you consent to the Company accessing your e-mail inboxes when you are out of the office, for example if you are on holiday, long term sick leave or following termination of your Employment. You acknowledge and accept that monitoring may also include the use of electronic door entry systems and closed circuit television (CCTV) via cameras located on the Company premises.

You agree to use all reasonable endeavours to keep the Company informed of any relevant changes to your personal data or sensitive personal data and to comply with all relevant data protection legislation.

Definitions

In this "**FTI Group Company**" means any corporate entity which is from time to time a subsidiary (whether direct or indirect) of FTI Consulting, Inc (a US corporation which is the ultimate parent company of the Company) or in

relation to which FTI Consulting, Inc. holds (directly or indirectly) more than 50% of the voting power in a shareholders' meeting.

Governing Law

This offer of employment is governed and construed in all respects in accordance with the laws of India.

Any provision of this letter which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this letter enforceable, unless this would materially change its intended effect.

Agreement and Acceptance

The terms set out in this Contract form the whole agreement between the parties. You agree that no representation or inducement has been made, upon which you rely in entering into the agreement save as is set out in this letter.

To signify your acceptance to the above offer, please tick the relevant box below. If you do not confirm your acceptance by November 25, 2022, your Contract of Employment and Offer will automatically expire.

Congratulations, and if you have any queries regarding your Employment Agreement then please do not hesitate to contact Peggy Ng.

I very much hope you will accept our offer of employment.

Yours sincerely,

For and on behalf of
FTI Consulting India Private Ltd

Signed on behalf of FTI by:

Jon Rowell

Jon Rowell
Asia Head

Date: November 23, 2022

Offer electronically accepted by: Krishna, Varun
Offer electronically accepted on: Nov 27, 2022 5:05 PM
Offer electronically accepted from: 122.161.49.4