

Date: 30-Jan-2020
Ref No: ZCPL-2242/1/2020

To

Mr. MURALIDHARAN K,
NO: 4/175, GENGUCHETTIPATTI,
MATLAMPATTI,
DHARMAPURI - 635 205.

Dear Mr. MURALIDHARAN K,

OFFER OF EMPLOYMENT

We are pleased to offer you employment in the position of **MEMBER TECHNICAL STAFF** with **ZOHO Corporation Private Limited**.

REMUNERATION

Your annual Cost to Company will be **Rs.456000/- (RUPEES FOUR LAKH FIFTY SIX THOUSAND ONLY)**. The breakup of your gross salary and benefits details are set out in Annexure to this letter. Salary will be paid by the last day of each month.

DATE OF JOINING

Your date of appointment is effective from your date of joining.

PROBATION

You will be on probation, at a minimum, until completion of the performance review cycle that immediately follows completion of six months from your date of joining, provided that your performance is determined to be satisfactory. If your performance is not satisfactory, your probation may be extended until your performance is determined to be satisfactory. Upon completion of the probation period you will be confirmed on the rolls of the company.

SALARY REVISION

Revision to your compensation will be after one year from the date of joining, subject to satisfactory completion of the probation by you. Zoho operates a Pay-for-performance Policy and any salary revision will take your performance into account.

ADHERENCE TO POLICIES

During your employment with the Company you shall adhere to all policies of the Company including IT Services Acceptable Use Policy, Acceptable Encryption Policy, Email Policy, Extranet Policy, Information Sensitivity Policy, Password Policy, Remote Access Policy, Virtual Private Network Policy and such other policies as may be decided by the Company from time to time. The Company may amend these policies from time to time and you agree to be bound by such subsequent versions of the policies. The Company will communicate important information about its policies by way of electronic mail notification and/or the Company's intranet. The policies are incorporated into the terms and conditions of employment by this reference.

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Shankar

Anand

CONFIDENTIALITY

Information you have access to during the course of your employment are confidential and proprietary information of the Company, its Affiliated Companies and customers. "Affiliated Companies" means ZOHO Corporation Private Limited and any entity in which the management of Zoho or the company has substantial interest. You agree not to disclose such information other than on a need-to-know basis. In this regard, you agree to observe in good faith your obligations under the Agreement Regarding Confidential Information and Proprietary Developments, a copy of which is included with this Letter of Offer of Employment for your reference and which will be executed separately by you upon joining the Company. The matters related to your compensation are strictly confidential between you and the Company and should be treated as such.

TRANSFERABILITY

You may be asked to work in any department or section of the Company in any capacity by either the management or the head of the department or section, and you agree to work accordingly. You may also be required to work on transfer or deputation in any other concern in which the management has any interest or any of the other branches or regional offices, anywhere in India or abroad, now existing or to be set up in future and you shall be bound to work in such concerns or at such locations.

ASSIGNMENT OF RIGHTS IN WORK

You agree that all works performed and things developed, including inventions, designs, improvements, writings, and discoveries made, during your employment and pertaining to the business conducted by the Company shall remain the exclusive property of the Company. You shall assist the Company in obtaining patents and copyrights on all such inventions, designs, improvements, writings and discoveries deemed suitable for patent and copyright by the Company, and shall execute all documents and perform all necessary actions to obtain the patents and copyrights, for the purpose of vesting the Company with full and exclusive title thereto, and protecting the Company against infringement of the patents and copyright by others.

CONCURRENT EDUCATION

You shall not, during the term of your employment with the Company, pursue any full time or part time courses in any institution/universities in India or any other foreign country, without the express approval by the company.

CONCURRENT EMPLOYMENT OR BUSINESS

You shall not engage yourself directly or indirectly in any other trade, business or occupation without obtaining the management's prior permission in writing. You shall not carry on any activity and/or commit any act prejudicial to the interests of the Company.

NON-COMPETE

You shall not, during the term of your employment with the Company and for a period of 1 (one) year after termination of employment, either directly or indirectly own, invest in, direct, aid or work, in any capacity, including as full/part time employee, consultant or advisor for any Competitor or SI Partner of the Company.

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A “Competitor” is a concern engaged in developing Computer Programs similar to the Software products or services developed and marketed by the Company or any of its Affiliated Companies. An “SI Partner” is a concern which the Company or its Affiliated Companies has appointed as a partner for providing services to Customers based on products or technology owned by the Company or Affiliated Companies.

TERMINATION

Termination at will: This employment agreement is terminable at will by either party.

Termination for misconduct: You agree that the Company may terminate this Contract without notice and without payment in lieu of notice in any of the following events:

1. If any declaration/document given or furnished by you to the Company proves to be false; or if you are found to have willfully suppressed any material information;
2. If you are found guilty of misconduct, disobedience or of conduct that tends to bring disrespect to the company;
3. If you are found to be in breach of any of your obligations under the terms and conditions of employment;
4. If you are found to have disclosed any confidential information of the Company, its Affiliated Companies or customers of the Company and Affiliated Companies;
5. If you have violated the Company’s policies;
6. If the result of any reference or background check is unsatisfactory;
7. If you are found to be under the influence/possession of alcohol/drugs inside the office premises;
8. Your access cards are not transferable. If it is found to be mishandled for any proxy attendance;

Termination for any of the reasons stated above may be notified to the person(s) whose reference was submitted by you and the Company will not be liable to give you any prior notice nor pay any compensation in lieu of a notice period.

NON-SOLICITATION

You agree that for a period of six months after termination or expiration of your employment with the Company, regardless of the reason for termination or expiration, you shall not directly or indirectly, solicit for employment, or advise or recommend to any other person that they employ or solicit for employment, any person employed at that time by the Company, or by any Affiliated Company.

AMENDMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

The Company may amend the terms and conditions set forth herein from time to time and you agree to be bound by such amended terms and conditions of employment.

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GOVERNING LAW AND JURISDICTION

The terms and conditions of this Letter of Offer of Employment are governed by the laws of India. All disputes arising out of your employment with the Company or involving the terms and conditions of this Agreement will be subject to the exclusive jurisdiction of the courts in Chennai, India.

VALIDITY

Please read this offer of employment carefully before you agree to its terms by signing it. Please send your acceptance to this offer per return mail by **06-Feb-2020**. Also confirm your date of joining in that mail. The hard copy of the offer will reach you in due course. On the day of your joining you will be required to return the duplicate copy of offer letter duly signed for our records.

The matters related to your compensation are strictly confidential between you and the Company and should be treated as such.

I am sure you will find this offer very exciting and I, on behalf of Zoho, assure you of a very rewarding career in our organisation.

With Best Wishes,

Yours Sincerely,

Authorized Signatory

I hereby acknowledge receipt of this letter and accept the same. I shall commence employment with effect from _____.

Signature : _____

Date : _____

Name : _____

Place : _____

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Annexure

Name : MURALIDHARAN K
Designation : MEMBER TECHNICAL STAFF

Details	Monthly	Annual
Basic	15200	182400
HRA	7600	91200
Other Allowance & Flexible Component	13376	160512
Gross Salary	36176	434112
Employer Provident Fund 12% of Basic*	1824	21888
Cost to Company (CTC)	38000	456000

*You will be covered under the Company's Provident Fund Scheme from the date of joining the organization. Under this scheme, the company will contribute 12% of your basic salary per month as employer contribution and an equal amount will be deducted from your salary as your contribution towards the fund.

OTHER BENEFITS:

1. PROSPERITY SHARING PLAN

A one time bonus, will be paid to all the confirmed employees during the month of April/May. Based on your performance and confirmation you may be eligible for the same at that time.

2. GIFT CARD

Gift Card - Rs.500/- per month (Rs.6000/- per annum) towards your broadband connection will be paid from day one and Rs.750/- per month (Rs.9000/- per annum) towards your mobile connection will be paid subject to your satisfactory completion of probation.

3. GRATUITY

Gratuity will be payable as per the Gratuity Act, upon separation from the company, subject to completion of minimum of five years of employment with Zoho.

4. GROUP MEDICLAIM INSURANCE

Company will bear the full premium of covering you under the Group Mediclaim policy for a sum insured of Rs.400000/- (Rupees Four Lakh Only). This is a floater policy where five of your dependents will also be covered along with you.

5. PERSONAL ACCIDENT INSURANCE

You will be covered under the Personal Accident Insurance Scheme, for a sum insured of Rs.2000000/- (Rupees Twenty Lakh Only)

6. GROUP TERM LIFE INSURANCE

As a welfare measure for its employees, the company has subscribed to the Group Term Life Insurance. The insurance coverage is worth of Rs.2500000/- (Rupees Twenty Five Lakh Only).

Please note that the above mentioned Insurance schemes are subject to change based on yearly renewals.

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