

August 11, 2020

Mayank Kumar Jha,
Bangalore

CONFIDENTIAL

SUB: Offer of Employment

Dear Mayank,

Welcome to Zinnov.

We are pleased to offer you employment with **Zinnov Management Consulting Private Ltd**, ("Company" hereinafter).

As an employee of the Company, you would be initially appointed to the position of **Consultant**.

As part of your annual compensation, you will receive a total compensation package as attached in **Annexure 1**

The details and breakup are as attached in **Annexure 1**

1. Job Title:

As **Consultant** you shall report to the Manager or other officers of the Company may be communicated to you from time to time.

2. Annual Leave:

You will be entitled to leave as per Company rules.

3. Duties:

In addition to the normal responsibilities / duties associated with the above position, you may also be assigned other duties as deemed fit and proper by the Company.

4. Separation:

This Contract of Employment is subject to termination by either party giving Two Months (60 days) notice. Either party is not bound to give any reason thereof. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the un-expired period and is not bound to give any reason thereof. On acceptance of the separation notice, before you are relieved you will handover to the company all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not reproduce or retain any copies of these items.

5. Probation period

Your employment is subject to a probation period of Three months starting on your date of joining. You are required to conform to company's specific performance standards for the probationary period. The performance standards will relate to the duties and as well as the expectations for conduct and suitability to the workplace, Where, at any stage of the probation period, if your performance, conduct

and/or suitability does not meet the performance standards, the company can terminate this relationship of employment with a written notice of one week

6. Age of Retirement:

Your age of retirement will be 60 (sixty) years. The Company, however, reserves the right to retire the services of the employee on attaining the age of superannuation or earlier if he/she is not found physically or mentally fit.

7. Medical & Personal Accident Insurance:

You will be covered by the Medical Insurance schemes of the company. The details of the policy will be given upon joining the Company.

8. Rules:

You shall be governed by the rules and regulations of the Company in force or amended from time to time during your employment. Such rules may be communicated to you in oral or written form.

9. Confidentiality:

The position held by you would be of a strictly confidential nature.

9.1: You shall not disclose to any unauthorised person, either during or after your Employment with the Company, to any person any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to the Company except with prior written consent of the CEO of the Company. Any invention, development, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be subject matter of copyright whatsoever, made, developed or discovered by the employee either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way effecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

9.2: You will not during your employment with the Company or at any time thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and / or any other information, secret processes of data and material, which may come to your knowledge during your employment. You will always maintain strict secrecy regarding any company information, or any other information gained or acquired or imparted to you during your employment.

9.3: You hereby confirm that you have disclosed, fully to the Company, all your business, interests whether they are like or in conflict with the business (es) or activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with the

Company, you shall forthwith return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control

10. Place of Posting & Transfers:

Your initial place of posting will be at the Company's Bangalore office. However, your services are transferable and can be seconded or deputed by the Company to any group company operation in India or abroad; whether existing as on date of your appointment / contract or to be established thereafter at the discretion of the Company or to any operation under the management and / or ownership of the Company including any joint venture in which the Company is a participant or to any subsidiary or associate company of the Company.

11. Date of Joining:

You must report to duty on or before **August 24, 2020**. In case you do not report for the job on or prior to the agreed upon date, it shall be deemed that you have declined this offer.

12. Conflict of Interest:

Your position with the company calls for your whole-time employment and you will devote yourself exclusively to the business of the company. You will not take up any other work for remuneration (part

time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade of business, without the written permission from the company.

13. Income Tax:

Your emoluments will be subject to deduction of Income Tax as per the provisions of Income Tax Act, 1961.

14. General:

You will keep us informed of any changes of your residential address or civil status.

Prior to commencement of your employment, you and the Company shall together execute an Employment Agreement detailing the terms of your employment with our Company. Since you would have access to the confidential information of not only the Company but also of other confidential information of our clients, you shall also be obligated to enter a Confidentiality and Non-Disclosure Agreement.

Thank you for participating in our selection process.

We sincerely wish you a rich and rewarding career at Zinnov.

With warm regards,

For **Zinnov Management Consulting Pvt Ltd**



Shweta Rani

Senior Director - HR

Kindly return a copy of this letter duly countersigned by you on each page in acceptance of the terms and conditions set out herein.

Signed: _____

Annexure 1

Name	Mayank Kumar Jha	
Designation	Consultant	
	Total CTC per annum (A+B+C+D)	10,01,465
I	Fixed Earnings per annum ((A+B) *12)	9,00,000
II	Performance Pay per annum(D)	50,000
	Total Pay (I+II)	9,50,000
Salary Component Breakup		
Index	Component	Amount per month
A	EARNINGS per month	
	Basic Salary	31,400
	Dearness Allowance (DA)	15,700
	House Rent Allowance (HRA)	18,840
	Special Allowance	2,860
	Meal vouchers	1,500
	Total A	70,300
B	REIMBURSEMENTS * per month	
	Leave Travel Allowance (LTA)	4,700
	Total B	4,700
C	Benefits and Retirals per annum	
	Medical Insurance** and Benefits	29,865
	PF Employer's contribution	21,600
	Total C	51,465
D	Variable Pay per annum	50,000
* The amount will be paid with salary every month but will be taxable if required proofs are not submitted at the year end		
** Employees get medical coverage for self of INR 300,000; premium paid by company.		
Gratuity is payable over and above this mentioned CTC as per Payment of Gratuity Act, 1972		