

## **OFFER LETTER**

Date: 9 Aug 22

**Prince Sheth**

**Sub:** Your appointment as a **Software Developer** ("**Offer Letter**")

Dear **Prince**,

We, **Zeus Systems Private Limited** ("**Company**"), are pleased to offer you employment on the terms and conditions set out in this Offer Letter. Your employment will commence with the Company, effective from **1<sup>st</sup> July 23** ("**Effective Date**").

### ***Roles and Functions***

You shall be appointed for the designation of **Software Developer** and you will report to the reporting manager as intimated to you. You will perform all duties and responsibilities subject to the terms of this Offer Letter and the Appointment Letter to be entered into between yourself and the Company prior to your joining. You may be asked to perform other duties which may be assigned from time to time, based on the needs of the Company and your skills, at the Company's sole discretion.

### ***Remuneration and Variable Pay***

The Company shall pay you, in consideration of the proper performance and discharge by you of your duties and obligations, remuneration and perquisites set out herein. The Company shall pay you a fixed salary of **INR 720,000/- (Rupees Seven lacs twenty thousand only)** per annum. A detailed break up of your annual compensation including the benefits or perquisites that you shall receive from the Company, has been enumerated under **SCHEDULE 1**.

You will need to sign two years if Indemnity agreement with Zeus.

Variable bonus and increment shall be given annually at the sole discretion of the management of the Company. The increment amount will be evaluated on performance standards of the Company and feedback from the reporting manager. Other broad terms and conditions shall be contained in the Appointment Letter which would be binding on you.

### ***Probationary Period***

Your employment shall be subject to an initial probationary period of 3 (Three) month ("**Probationary Period**"). The Company may at its sole discretion extend or reduce this Probationary Period.

### ***Location***

Your employment will initially be based at the Company's main office located at 1402, Tower B, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra-400013, although you may be required to perform your duties and travel at other locations from time to time as per the requirements of Company. In the event of secondment at a location other than the Company's main office, no additional remuneration and/ or perquisites shall be payable by the Company except as stated under Clause of Remuneration and Variable Pay and **SCHEDULE 1** of this Offer Letter.

### ***Hours of Work and Leaves***

Your official working days will be from Monday to Friday, and you shall be expected to work for a period of 8 (eight) hours in a day, exclusive of permitted breaks in a day. The Employee shall abide by the leave policies as enumerated under the Leave Policy of the Company including any modifications or amendments thereof.

### ***Non-Compete and Non-Solicit***

The Employee understands and agrees to abide by all the non-compete and non-solicit obligations as detailed in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

### ***Confidentiality***

The Employee understands that during the term of this Offer Letter and in performance of his job duties for the Company, the Employee will be exposed to Company's and its client's information which is confidential in nature. The Employee understands that such confidential information is critical to the Company. The Employee shall abide by all his obligations to maintain the confidentiality and security of such information as enumerated in the Appointment Letter including the Business Protection Agreement to be entered into between the Employee and the Company at the time of his joining.

### ***Termination***

This Offer Letter may be terminated by either the Company or the Employee without assigning any reason by giving 15 days prior written notice to the other party.

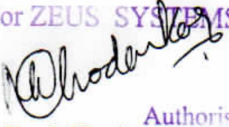

### ***Covenants and Warranties***

- a) During your employment with the Company, you shall observe and comply with all applicable rules, regulations and policies of the Company, in force for the time being and from time to time.

- b) Prior to onboarding the Company, you shall furnish the following documents at the first day of your joining the Company:
- Copy of certificates/ mark sheets in support of your qualifications and other certificates, if any;
  - Copy of relieving letter/ last drawn salary slip from your previous employers;
  - Copy of government identities; and
  - 5 latest passport size photographs.
- c) Other detailed terms and conditions of your appointment with the Company shall be as enumerated under the Appointment Letter and shall, inter alia, contain the below mentioned provisions: (i) Your duties towards the Company, (ii) Business Protection Agreement; and (iii) termination.

You are requested to indicate your acceptance of the terms contained herein by signing/ executing and returning a copy to the Company.

Sincerely yours,  
For and on behalf of **Zeus Systems Private Limited**  
**For Zeus Learning,**

For ZEUS SYSTEMS PVT. LTD.  
  
  
**Minal Chodankar**  
**Director-Admin**

I have received a copy of this Offer Letter and have read and understood the above terms and conditions of employment and the implication thereof I hereby accept the aforesaid terms and conditions and agree to abide by the same.

Prince Sheth

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**Prince Sheth**  
**9 Aug 22**

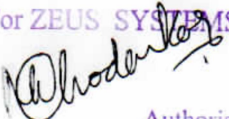

## SCHEDULE 1

The Breakup of your compensation is as follows:

Components of Salary	(Figures in INR/ per annum)
Basic	210,588
HRA	126,348
Conveyance Allowance	19,200
Special Allowance	282,168
Company PF Contribution	26,316
<b>Total</b>	<b>664,620</b>
Annual Discretionary Bonus	55,385
<b>Gross Annual Compensation</b>	<b>720,005</b>

In addition to the above, you (and your dependents) shall also be covered under the Group Medical Insurance Policy of the Company. The policy is up to an annual limit of Rs. 5,00,000/- (Rupees Five Lakhs only) subject to the terms and conditions of the insurance provider.

For and on behalf of **Zeus Systems Private Limited**  
For Zeus Learning,

For ZEUS SYSTEMS PVT. LTD.  
  
  
 Authorised Signatory  
**Minal Chodankar**  
**Director-Admin**  
 9 Aug 22