

Plutus Consulting

9 503, Nilgiri Apartments, 9, Barakhamba Road, New Delhi 110 001, India

\(+91-011-22010498, +91-011-47980031

💌 info@plutusco.com 🌐 www.plutusco.com

APPOINTMENT LETTER

25th AUGUST, 2020

DEAR PRABHAT KUMAR MISHRA

Congratulations!

We are pleased to offer you employment with **Plutus Consulting**.

Your role as **Senior Accountant – Accounts & Finance** and your focus area shall be Accounting, book-keeping, tax accounting, reconciliations, database management etc.

This letter includes details of compensation and annexure as listed below:

Terms and Conditions

To accept the terms of this offer, please sign all pages and at the end of this document within 2 days of receiving the letter. Please keep this document confidential. In case the Company does not get the signed letter by the acceptance deadline, the offer may stand withdrawn.

This offer of employment and any employment relationship is contingent upon satisfactory reference and/or background reference checks as well as verification of your employment and salary history.

Yours Faithfully,

For Plutus Consulting

Mayur Bansal

[Partner/ Authorised Signatory]

Salary: Fixed INR 480,000/- per annum

Acceptance of Offer

I understand and accept the offer along with terms and conditions set forth in the letter of appointment and all annexure attached by signing at the end of this document.

Candidate Signature

Name

Prabhat Kumar Mishra

proses gener miles

Place and Date

ANNEXURE 1

Terms & Conditions

Position and Conditions:

Your employee position is that of **Senior Accountant.** You agree that you shall faithfully serve the Company and use your utmost endeavour to promote the interests of the Company.

The Employee may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the business.

Place of Work:

You shall be assigned to work at the Company's office in Delhi & NCR, India or such other places as may be determined from time to time by the Company, at its sole discretion.

Duties:

You shall perform such duties as are required of the **Senior Accountant** and any additional duties that may be assigned to you from time to time. The Company reserves the right to make reasonable changes to your duties and responsibilities and assign such other functions and services to you, from time to time, in connection with the business of the Company, as the Company considers necessary or appropriate. Further, the Company also reserves the right to make reasonable changes to any term or condition of employment.

Appraisal & Growth:

You are eligible for appraisal. The Company, may, at its sole discretion create and include you in the appraisal program and announce a Reward linked to the performance and will communicate the same at the time of announcement of such plans.

Leave Policy:

You will be eligible for 12 days' annual leave per financial year (in addition to statutory holidays) i.e. one (1) day leave per month. In case you do not utilize your monthly leave, it will be carry forward to the next month. However, on completion of 90 days the unused leaves shall lapse. You will not be entitled to receive payment in lieu of any unused leave. For the avoidance of doubt, a financial year commences on April 1st and ends on 31st March the next year.

Taxes:

All payments made to you shall be subject to the withholding of taxes under the applicable laws. It is further agreed that you shall be liable for any income taxes and other personal taxes arising out of any payments received by you from the Company.

Term:

Your Exclusive engagement with the Company shall continue unless terminated as per the terms of this Agreement or by dissolution of the Company or by your retirement. In this term, you are not allowed to work with any other company with similar or competing business.

Termination on Notice:

Either you or the Company may terminate this Agreement at any time by giving not less than two (2) months' notice (the "Notice Period") in writing to the other party. If notice of termination is given by either party, you may, at the Company's option, be required to cease to render all or some of your duties, and/or to remain away from the Company's premises and not work for anyone else, during all or part of the Notice Period. Salary and contractual benefits will of course continue to be payable until the end of the Notice Period. During any such period, you will remain bound by all the express and implied obligations arising out of your employment with the Company, including the obligations of good faith. You will not be terminated during the initial three months for any reasons other than the ones described under "Summary Termination"

Conflicts of Interest/Compliance:

You agree to devote all your time and efforts during your employment under this Agreement to the performance of your duties as a Consultant. During your employment hereunder, you shall not, directly or indirectly, act for the benefit of or be employed by any person, firm, or corporation other than the Company.

During the period of your employment with the Company you may not, directly or indirectly, be engaged with or have an interest in or render services to (including but not limited to consulting, by way of example) or accept any position of responsibility with any person or entity, in any capacity in any trade, business or occupation whatsoever which would or might reasonably be considered to compete with the business of the Company, directly or indirectly, without the prior written consent of the Company.

As a full time, employee of the Company, you should avoid actual or apparent conflicts of interest, including without limitation, any personal interest outside the Company, which could be placed ahead of your obligations to the Company, and its' respective investors. You also agree to abide by all existing and future laws of India, laws of any other country which may be applicable in discharge of your duties and functions for the Company and the Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time. You are required to make true, complete and prompt disclosures in writing to the Company of any direct or indirect interest or benefit which you have derived or are likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company, and / or any transactions entered into by you, which are likely to be detrimental to the Company's interests.

Confidentiality:

You acknowledge that it is the policy of the Company to maintain as confidential

- (i) all information, knowledge and data relating to the products, services, operations, plans, strategies, formulas, models, prototypes, finances, trade secrets, know-how and business concepts of the Company
- (ii) all information relating to the accounts, customer or client leads or prospects, current or potential customers, clients, consultants, agents and employees of the Company its promoters and their subsidiaries, affiliates and group entities
- (iii) attorney work product and attorney client communications, and documents and data prepared in anticipation of or during complaints, charges, investigations, examinations or litigation in which the Company is involved; and
- (iv) Work product of any consultants or professionals whose services are hired by the company, and communications with the consultants/ professionals. All such information, to the extent it is maintained by the Company or is otherwise available to the Company or which the Company has or had access to, and is not otherwise in the public domain, is hereinafter referred to as "Confidential Information".

You hereby recognize and acknowledge that the services to be performed by you hereunder are special and unique, and that because of your employment hereunder you will acquire and be privy to Confidential Information. You further acknowledge that Confidential Information is of great value to the Company and is developed and acquired by great expenditures of time, effort and cost. You hereby confirm that it is reasonably necessary for the protection of the goodwill of the Company that you agree, and accordingly you do agree, that you will not, directly or indirectly, at any time during your employment or after the termination of your employment for any reason, disclose to any persons, firms or corporations, other than the Company (such other persons, firms and corporations hereinafter referred to collectively as "third parties"), or use or cause or authorize any third parties to use, any Confidential Information except:

- (1) As required by and during your employment with the Company
- (2) as required in a legal proceeding, provided you notify the counsel for the Company sufficiently in advance of disclosure to obtain an appropriate protective order and the Company has not obtained such an order, or
- (3) As authorized by the Company in writing.

You agree that you will not, at any time, remove from the premises of the Company any correspondence, records in all media, notebooks, computer software or printouts, data or other documents or materials relating to the business and procedures heretofore or hereafter acquired, developed or used by the Company, except as reasonably necessary to the discharge of your duties hereunder.

You agree that, upon the termination of your employment or upon being required by the Company, you will forthwith deliver to the Company all order-books, customer lists, notebooks and other documents, materials and records in all media, together with all copies thereof, in your possession or under your control relating to the Confidential Information or which is otherwise the property of the Company. The Company agrees that you may take copies of all publicly available research documents accumulated by you for your own professional benefit, provided that you shall leave the Company the original.

Your obligations under these paragraphs will continue notwithstanding the termination of your employment for any reason.

Personal Data Protection:

To keep and maintain accurate records relating to your employment, it will be necessary for the Company to record, keep and process personal data relating to you. This data may be recorded, kept and processed on computer and/or in hard copy form. To the extent that it is reasonably necessary in connection with your employment and the performance of the Company's responsibility as your employer, it may be necessary for the Company to disclose this data to others. By signing this Agreement, you consent to the recording, processing, use, disclosure and transfer, both within India and elsewhere, by the Company of personal data relating to you. This does not affect your rights to request copies of the personal data of which you are the data subject and information about how that data is processed and the parties to whom any of the information may be disclosed.

Handbooks/Corporate Policies:

You acknowledge that the Company has or may from time to time adopt a staff handbook, restrictions, policies and procedures with respect to the conduct of its business and the financial and investment affairs of its officers, directors and employees, and you agree to be bound by and to adhere to all such handbooks, restrictions, policies and procedures. Without prejudice to the above, you agree that you will during your employment abide by all existing and future India laws applicable to the performance of your duties, all applicable rules and regulations set forth by regulatory agencies, exchanges and self-regulatory bodies and the Company's own internal rules and regulations, policies and practices. You further agree to submit to such supervision as may be necessary to ensure compliance therewith.

Compliance:

During discharge of your duties and responsibilities as an employee of the Company, you shall maintain the highest standards of integrity and always act in compliance with all applicable laws.

Confirmation of Acceptance:

I confirm that I have read, understood, and voluntarily agree to the terms of employment as set out in this Agreement.

proses come miles

Prabhat Mishra

Date: Place:

Yours sincerely!

For and on behalf of Plutus Consulting

Authorized Signatory

Date: Place:

ANNEXURE 2

SALARY STRUCTURE

Prabhat Mishra

Designation	: Senior Accountant
Date of Joining	: 25-August-2020
PAN	:

Your total annual compensation would be as per the details given below:

Annual Fixed Salary: INR 4,80,000/-

Following is the breakdown of your fixed salary:

Salary Components	Gross Annual Salary	Gross Monthly Salary
Basic Pay	240,000	20,000
House Rent Allowance	120,000	10,000
Special Allowance	120,000	10,000
Total Fixed Salary	4,80,000	40,000

Notes:

- The fixed component will be payable in monthly installments
- All salary components will be subject to statutory tax deductions based on your investment declarations and tax slabs.