McKinsey&Company

McKinsey Global Services

Offer Letter

May 21, 2019

MGS/BLC/OFL19/0071

John Johnson
5B, Abad Silver Crest, Jawahar Nagar,
Kadavanthra, Cochin - 682020
Kerala

Dear John,

We are pleased to offer you the role of **Business Presentation Specialist** at **McKinsey & Company** at its ***Global Visual Graphics & Media Services** at **Bengaluru** with effect from **June 03, 2019**, subject to the terms and conditions set out in this Offer Letter.

Your annual base compensation (Cost to Company) will be INR **309,600.**

You will also be eligible for benefits as set out in the Firm's policies. These benefits and policies are subject to change as per the Firm's discretion. Please refer to the Annexure 1 for details of your compensation breakup, benefits, and entitlements.

The offer is based on the following terms and conditions:

1. **General conditions**

   On joining the Firm, you are required to comply with the Firm's policies that cover many of our values and professional obligations, including the Proprietary & Confidential Information Agreement, Data Privacy Notice, Outside Activities Policy, Board Policy and the Personal Investment Policy. These policies, among other things, prohibit Firm members and members of their household from purchasing or selling publicly traded securities of any client of the Firm. You are at all times expected to behave in a manner consistent with the Firm's values and that brings credit to yourself and to the Firm. You are also required to follow office policies and procedures, as described in the memorandums communicated to you and as may be amended from time to time.

   You agree to comply with the Firm's decision should it consider it necessary or appropriate to change your job title, reporting relationships, job duties and responsibilities, the legal entity that you are employed with and the jurisdiction where you are expected to perform your duties (despite location of your residence) on the basis of your performance or the Firm's business requirements. Any such change shall not be deemed to violate the terms of this Letter or constitute any basis for constructive or involuntary termination of employment, provided that your base salary is not reduced and other remuneration for services rendered to the Firm is not substantially reduced.

*Global Visual Graphics and Media Services is an internal service line of McKinsey & Company and it is legally registered in India as McKinsey Global Services India Pvt. Ltd.

McKinsey Global Services India Private Limited
(Erstwhile Visual Graphics Computing Services India Private Limited)
Unit 703 & 704, 7th Floor, Nalapad Brigade Centre,
No. 493, Whitefield Main Road, Mahadevpura,
Krishnarajapuram Hobli, Bengaluru – 560 048
Tel: +91 80 6758 8007
CIN No. U72300TN1997PTC038420
Regd. Off: 10th Floor, "Zenith", Ascendas IT Park, Taramani, Chennai 600113

2. Probation

You will be on probation for 6 months from the Effective Date. This period may be extended at the Firm's sole discretion, for a further period of upto 6 months depending on your performance, for which a written probation-extension notice will be issued. If you do not receive any such communication, you will be deemed confirmed on completion of the first 6 months.

During your probation period, for the first six months, you and the Firm are at liberty to terminate your services at any time by giving 1 month notice and without being required to assign any reason thereof, or with payment of 1 month salary in lieu of such a notice.

3. Communication

Should the Firm wish to formally communicate with you about your employment:

(a) In the absence of any written communication about a change of address, all communications will be sent to the address in the application and shall be deemed to have been received by you.

(b) Any written communication given to you in the presence of witnesses or displayed on a notice board in the office will be deemed to have been given to you.

4. Confidentiality and Non-Disclosure

Client Confidences. McKinsey's clients expect that McKinsey will hold all business-related information about the client, including the fact of our service or the nature or specifics of the engagement, in the strictest confidences ("Client Confidences"). You acknowledge that, during the course of your employment, you will have access to such Client Confidences.

Confidential Information. You acknowledge that, during the course of your employment, you will have access to and will create information relating to McKinsey's business that provides McKinsey with a competitive advantage, that is not generally known by persons not employed by McKinsey and that could not easily be determined or learned by someone outside McKinsey ("Confidential Information"). Such Confidential Information, whether or not explicitly designated as confidential, includes both written information and information not reduced to writing, and includes information that is not publicly known and provides McKinsey with a competitive advantage, including information about clients, referral sources, internal corporate policies and strategies, pricing, financial and sales information, personnel information, forecasts, business and marketing plans.

Duty to Preserve Client Confidences and Confidential Information. You agree not to use or disclose, without the prior written consent of McKinsey, both during and after your employment by McKinsey, Client Confidences and Confidential Information, except as may be necessary in the good faith performance of your duties to McKinsey.

Firm Property. You acknowledge that all devices, documents and materials, in hard copy or electronic form, received, created or used by you in connection with your employment with McKinsey are and will remain the property of McKinsey. You agree to return all such devices (which are owned by the Firm), documents and materials (including all copies) prior to your termination of employment and agree that, during or after your employment, you will not, under any circumstances, without the written consent of McKinsey, disclose those documents and materials to anyone outside McKinsey or use those devices, documents and materials for any purpose other than in connection with work performed as an employee for McKinsey.

5. **Intellectual Property**

You agree to fully and promptly disclose to McKinsey, without additional compensation, all ideas, original or creative works, inventions, discoveries, computer software or programs, trading strategies, statistical and economic models, improvements, designs, formulae, processes, production methods and technological innovations, whether or not patentable or copyrightable, which, during your employment with McKinsey, are made, conceived or created by you, alone or with others, during or after usual working hours, either on or off your job, and which are related to the business of McKinsey or which relate in any way to tasks assigned to you by McKinsey ("Intellectual Property"). You acknowledge that McKinsey owns all such Intellectual Property rights as works made for hire to the fullest extent of the law. You agree that such Intellectual property conceived or created by you shall be regarded as being made under a contract of service with McKinsey. For the avoidance of doubt, you hereby assign to McKinsey all such Intellectual Property rights, including the rights to sublicense or transfer any of the rights assigned hereunder, in any and all media now known or hereafter developed, along with all existing causes of action, known or unknown. You agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of section 19(4) of the Copyright Act, 1957, you agree that such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if McKinsey does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You agree, at any time during or after your employment, to sign all papers and do such other acts and things, at McKinsey's expense, as McKinsey deems necessary or desirable and may reasonably require of you to protect McKinsey's rights to such Intellectual Property, including applying for, obtaining and enforcing patents or copyrights with respect to such Intellectual Property in any and all countries. You further agree not to use or disclose, without the prior written consent of McKinsey, both during and after your employment by McKinsey, Intellectual Property, except as may be necessary in the good faith performance of your duties to McKinsey.

6. **Data Protection and Consent**

Your personal data will be processed by the Firm for the purposes of your work as employee. To learn more about how McKinsey handles and protects your personal data, please review the McKinsey Data Privacy Notice that has been provided to you with these documents. You must sign the Data Privacy Notice to consent to our processing of your personal data in the manner described in the Data Privacy Notice.

7. **Termination**

After confirmation of service, we reserve the right to terminate your services by providing you 2 months' notice or by paying 2 month's salary in lieu of notice. Similarly, you will be at liberty to terminate your services with the Firm by providing 2 months' notice. It is mandatory to serve the notice period; however; we reserve the right to relieve you at an earlier date at our discretion. Please note, if any information provided by you at the time of interview is found to be false or incorrect, or in case of any misconduct during the course of your employment, your services are liable to be terminated without any notice or payment of salary in lieu thereof.

8. **Suspension**

The Firm may exercise this right in connection with an investigation relating to a misconduct or values breach. Any period of suspension shall be determined and informed to you beforehand.

The Firm reserves the right to terminate all or any of your duties without notice for such period and on such terms as it considers appropriate, including a requirement that you will not attend at the Firm's premises or contact any of its clients, suppliers or staff. The Firm can exercise this right at any time (including during a period of notice terminating your employment) and whether or not it is in connection with a disciplinary investigation. Throughout any period of suspension, your salary and other benefits to which you are entitled shall continue to be paid or provided by the Firm.

9. **Payouts at the time of joining**

Should you leave the Firm within a year of joining, you will be liable to refund to the Firm any notice buyout, joining bonus, and relocation amount paid at the time of joining.

10. **Background Checks and verification**

You recognize and approve the Firm's right to verify your credentials either directly or through a third-party agency. In case such verification indicates that the necessary information/documents have not been provided by you or information provided is false/inaccurate, the Firm reserves the right to terminate your employment forthwith. In such an event, no benefits, including remuneration, will accrue to you under this offer of employment.

11. **Other Interests**

You must devote your full time, attention and abilities to your job duties during working hours, and act in the best interests of the Firm at all times. You must not, without the Firm's written consent, be in any way directly or indirectly employed, engaged, interested or concerned in any other business, where this is or is likely to be in conflict with the Firm's interests or where this may adversely affect the efficient discharge of your duties. Doing so may be cause for termination of your employment with immediate effect.

12. **Severability**

If any provision of this Letter is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision of this offer letter shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

13. Governing Law, Jurisdiction and Settlement of Disputes

This Letter shall be governed by the laws of India. The courts at **Bengaluru** shall have the exclusive jurisdiction over all disputes or claims between you and the Firm in relation to your employment and the terms set out in this Letter.

Please convey your acceptance of this Letter, and the terms and conditions thereto, by returning the enclosed copy duly signed. Also, you will be required to sign an additional set of documents upon joining. If you have any questions on any of the above terms, please contact **Gayathri {Phone: +91 (0)44 4226 5038; email: gayathri_mgs@mckinsey.com}** with any questions you may have.

We wish you a successful career with the Firm!

Sincerely,

Pattabiraman MP
Head – Human Resources

Enclosures:

1. Compensation Details
2. Benefits Sheet

I, **John Johnson**, acknowledge and accept the terms of my employment set out in this Offer Letter.

John Johnson
Business Presentation Specialist

McKinsey Global Services India Private Limited
(Erstwhile Visual Graphics Computing Services India Private Limited)
Unit 703 & 704, 7th Floor, Nalapad Brigade Centre,
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Tel: +91 80 6758 8007
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GM

ANNEXURE 1 – COMPENSATION DETAIL

Name: John Johnson **Title: Business Presentation Specialist**

COMPENSATION BREAKUP	PROPOSED MONTHLY	PROPOSED ANNUAL
A. FIXED COMPENSATION		
Basic	9,030	108,360
House Rent Allowance	4,515	54,180
Statutory Bonus (If applicable)	2,000	24,000
Leave Travel Allowance	753	9,036
Special allowance	7,702	92,424
Provident Fund (Employer Contribution) *	1,800	21,600
TOTAL FIXED PAY	**25,800**	**309,600**

Gratuity: Payable as per government laws

***Provident fund**: An equal amount will be deducted as employee's contribution

Leave travel allowance: Paid on a monthly basis, subject to tax deduction. Tax benefit can be availed on submission of travel documents twice in a block of 4 years.

Pattabiraman MP
On behalf of McKinsey Global Services India Pvt. Ltd.

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ANNEXURE 2 – BENEFITS (as per prevailing Company policy)

1. **Leave:**

   You will be entitled to leaves based on the policies in force at the time. These policies may change from time to time based on management's discretion. Presently, you are entitled to 22 days of Casual leave, 7 days of Sick leave and 3 days of Compassionate leave annually. You are expected to take prior approval before going on leave. If you are absent from work without prior permission, or you overstay your leave, or take more leaves than you are entitled to without prior communication, we are at liberty to treat you as having voluntarily abandoned service to the company

2. **Medical leave:**

   Except in cases of extreme emergency where 24 hours' notice is not possible, you must inform the company of your medical situation within 24 hours. Your request for medical leave should be duly supported with a medical certificate. We shall have the right to inspect medical records and gather other information, where medical leave is extended or a pattern of repeated medical leave occurs. Excessive leave on medical grounds without satisfactory support may be treated as voluntary abandonment of service.

3. **Additional Benefits:**

   - Meal Card @ **INR 2,500** per month
   - Sign-on Bonus (one-time payout): INR 13,550
   - Shift Allowance @ INR 120 per day for Early/late shift; INR 250 per day for Modified late shift; INR 450 per day for Night shift
   - Overtime (role specific)
   - Medical & Dental Insurance Coverage
   - Life Insurance Coverage
   - Disability Coverage
   - Transport / Fuel reimbursements
   - Relocation allowance (As applicable) one time payout INR 5,000

4. **Office transportation:**

   You can either avail the office transport facility or claim fuel reimbursements if you chose to use your own vehicle for your daily commute to work. Office transportation services are provided within the boundary limits defined by the local office. Both the office transport facility and fuel reimbursements are governed by the existing local office policy and is subject to review by the Management / Firm. You must submit a valid local address proof to your local office HR to avail this benefit.

5. **Relocation:**

   You will be provided with 14 calendar days of accommodation in any of our approved accommodation facilities, if you are relocating from another city into Bengaluru.

ANNEXURE 3 – WORKING HOURS

Your working schedule may vary according to your position. For these purposes, your working hours shall be 8-hours and you will be informed of weekly/monthly shift schedules ahead of time. Your shift schedule may be altered or changed by the Firm and any such change will be communicated to you in advance. You may also be required to perform your duties beyond the normal working hours from time to time in accordance with the trusted responsibilities of your position. You may also have to work on public holidays with additional compensation, based on our business requirements.

Document Checklist:

The below mentioned documents (2 copies each) are required to be submitted as part of the joining formalities. Please bring them with you on the date of joining:

1. Pan card
2. Aadhar card
3. Present address proof
4. Permanent address proof
5. Degree / convocation certificate
6. Provisional certificate
7. Degree mark sheet
8. SSLC or HSC mark sheet
9. Offer letter from last 2 companies (if applicable)
10. Relieving letter from last 2 companies (if applicable)
11. Recent salary slip from the current company (if applicable)
12. Passport size photo – in white background – Self (5 copies)
13. Passport size photo – Nominee (1 copy)

Note: Freshers need to refer 2 individuals for the background verification check (Professors or HoD from college are preferred. No friends or family members could be referred.)