

April 5, 2021

Dear Daizy ,

Welcome to Zomato!

We are excited to offer you a full time position as **Business Analyst** in the **Retail team** at our **Mumbai office**. Your starting date will be **April 12, 2021** subject to satisfactory verification of your credentials and background verification conducted by Zomato.

Principle terms of your employment with Zomato are as follows:

- a) **Compensation:** Your annual compensation will be **INR 10,00,000 (Rupees Ten lakhs)**, subject to deductions in accordance with the applicable laws, including tax deductions at source, which shall be paid to you on a monthly basis on the last date of the month, as per the terms of this Employment Agreement. It is clarified that Zomato reserves the right to deduct all permissible taxes as per applicable laws from your compensation. Further, you hereby authorise Zomato to deduct any amounts from your compensation, which are owed by you to Zomato, including any overpayments, loans or advances outstanding at your end.
- b) **Overseas Citizenship of India (OCI):** It is your duty to disclose to Zomato if you are holding an OCI at the time of your joining. Zomato shall make deductions from your salary in accordance with the applicable laws on account of your OCI status during the term of your employment. If you do not disclose your OCI status at the time of joining and it is subsequently found that you are holding an OCI, Zomato shall be entitled to make deductions from your salary on account of your OCI status with retrospective effect along with any other deductions required under applicable laws.
- c) **Gratuity:** You shall be entitled to avail gratuity benefits as per the Gratuity Act, 1972 and as per Zomato's Gratuity Policy.
- d) **Medical Insurance:** You shall be entitled to medical insurance coverage in accordance with the Company policies that may be implemented from time to time.
- e) **Conduct:**
 - (i) You shall perform all duties and responsibilities assigned to you by Zomato from time to time. You will also comply with all reasonable instructions as may be given by Zomato from time to time.
 - (ii) You shall not engage in activities that would be unsuitable with your capacity, as a representative of Zomato and you shall not act in any manner that would conflict with the interests of Zomato.
 - (iii) You shall ensure that your conduct is in line with Company policies that may be implemented from time to time. You shall, at all times during your employment at Zomato, adhere to the Code of Conduct of Zomato, which may be modified by the Zomato from time to time. Further, while employed with Zomato, you shall not undertake any illegal or unlawful activities.
- f) **Exclusivity:** During your employment you will not undertake any other employment/ venture of any nature, whatsoever.
- g) **Leaves:** During your employment you shall be entitled to leaves in accordance with the company policy applicable to you from time to time.
- h) **Travel:** During your employment, you may be expected to travel or work out of an alternate city where Zomato has an office.
- i) **Performance Reviews:** Zomato shall conduct a performance review of your work on an annual basis or within such intervals as may be determined by Zomato from time to time.
- j) **Termination:** During the term of your employment with Zomato, your services can be terminated at the sole discretion of Zomato if you violate any company policy applicable to you from time to time.

In the event your employment with Zomato is terminated within a period of 1 year from the date of your joining, either: (i) by yourself, or (ii) by Zomato on account of ethical misconduct or violation of the Company's Code of Conduct, you shall be liable to return all costs reimbursed to you as relocation expenses, whether for yourself and/or your dependants. Upon termination, Zomato reserves the right to recover such amount by withholding the relevant amount from your salary.

Your employment may be terminated at any time either by Zomato or yourself by providing a written notice of one (1) month or such lesser period as mutually agreed between your reporting manager and yourself.

For the purpose of clarity, where a handover of your existing responsibilities is required at the time of termination, you will be required to provide a notice of such period of time as mutually agreed between your reporting manager and yourself, which shall not exceed a period of thirty (30) days. Please note that it is not mandatory for you to provide a notice of the entire one (1) month period in order to terminate your employment with Zomato .

You shall be liable for payment of applicable taxes on any amount recovered by Zomato from you towards recovery of notice period.

If your employment is terminated on grounds of breach of your employment terms, Zomato internal policies and/or ethical misconduct, Zomato reserves the right to hold back the notice pay and/or your salary.

k) **Confidentiality:** You undertake to perform your service at Zomato with trust and confidence. During your employment you will be privileged with confidential information about Zomato. You agree that you shall not, except as may be required to perform your duties or by applicable law, disclose to others or use, directly or indirectly any Confidential Information (defined below) and you will use discretion and good faith in what you do disclose that may not be specifically defined as Confidential Information hereunder. "Confidential Information" shall mean any confidential and/ or proprietary information of Zomato disclosed to and/ or obtained by you on behalf of Zomato whether or not in relation to the scope of your employment, either directly or indirectly, in writing or orally or as contained in tangible or fungible form.

l) **Return of Company Assets:** Upon termination of your employment (however it arises) with Zomato, you are obligated to forthwith return all assets of Zomato within your possession (without any loss or damage), failing which Zomato reserves the right to take appropriate legal action against you and recover the cost for such damage or loss from you and take such other actions as available under the laws.

m) **Notices:** Unless otherwise stated, notices to be given to either parties, shall be in writing and shall be given by hand delivery, or by recognized international courier, mail, electronic mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to **Zomato:**

**Zomato Private Limited Ground Floor, Vipul
Tech Square Golf Course Road, Sector 43
Gurugram 122003
Email: hr@zomato.com**

If to the **Employee:**

**Daizy Jain
A2/ 05 Inlaks Nagar
Versova, Andheri (W),
Maharashtra (400061)
Aadhar: 684924894216
Email: jaindaisy88@gmail.com**

If the foregoing terms and conditions along with the terms and conditions of Annex 1 are acceptable to you, please confirm this in writing indicating understanding and acceptance of the terms and conditions in this employment letter, which should be signed by you and returned to us. In the event that any signature is delivered by e--mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

We are delighted to welcome you to our organization and wish you a great career with us!

For & on behalf of Zomato Private Limited

Ashish Kumar

Authorised Signatory

Acceptance:

I have read the principle terms of my employment with Zomato and confirm my acceptance of the aforementioned terms. I hereby also declare that I will abide by the Code of Conduct outlined by Zomato at all times during my employment with Zomato.

Name:

Signature: