

June 3, 2021

Srishti Grover
Pan: BTSPG1484Q
A-25 Manak Vihar
Near Tihar Village
New Delhi 110018

Dear Srishti,

This document is a Fixed Term Employment Agreement (“Employment Agreement”) entered into between Zomato Private Limited and Srishti Grover

This Employment Agreement is based on a specific project that you will be working on, and therefore your appointment in the **Online Ordering Business** as Associate- Quality Analyst, in the **Customer Delight team**, shall be for a period of 1 year, which shall start from **July 5, 2021** and end on **July 5, 2022** (“**Employment Term**”)

In the event you do not have (a) a valid Permanent Account Number Card (PAN card); and/or (b) Aadhaar Card you should apply for the same at the earliest. In the event you, fail to have a valid PAN card, Zomato is required to deduct 20% TDS or such amounts based on the average rate of income-tax at rates in force, whichever is higher, from your compensation, failing which, as per the Indian Income Tax Act, 1961.

Principle terms of your employment with Zomato are as follows:

- a) **Compensation:** Your annual salary will be **INR 3,80,000**, subject to tax deductions at source, as applicable and are paid monthly, on the last day of the month. It is clarified that Zomato reserves the right to deduct all permissible taxes as per applicable laws from your compensation. Further, you hereby authorize 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) **Conduct:**
 - (i) You shall perform all duties and responsibilities assigned to you by Zomato. 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 from time to time. Further, while employed with Zomato, you shall not undertake any illegal or unlawful activities.
- c) **Exclusivity:** During your employment you will not undertake any other employment/ venture of any nature, whatsoever.
- d) **Leaves:** You will be entitled to leave as per the leave policy of the Company.
- e) **Travel:** During your employment, you may be expected to travel or work out of an alternate city where Zomato has an office.
- f) **Compliance:** You shall undertake to read and remain in compliance with Zomato’s internal policies and procedures (as implemented from time to time) throughout the term of your employment.
- g) **Termination:** During the period of the contract, your services can be terminated at the sole discretion of Zomato without stating cause for such termination. In the event of such termination Zomato will either provide you 1 (one) week notice or payment in lieu thereof (notice pay), subject to completion of exit formalities by you. If the termination is initiated on grounds of ethical misconduct, Zomato reserves the right to hold back the notice pay and/or your salary. Similarly, during the period of contract you may terminate your services with Zomato by

providing 1 (one) week written notice failing which Zomato reserves the right to withhold and/or deduct money equal to your 1 (one) week's pay.

- h) **Renewal of Contract:** The nature of your employment is temporary. At the discretion of the Company, you may be offered renewal of the Employment Agreement. Such written extension offer shall be presented to you not later than one month within the expiry of the current Employment Agreement. If no such renewal is offered, your Employment Agreement shall be deemed as terminated upon the expiry of your Employment Term.
- i) **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.
- j) **Non-Compete:** During your employment with Zomato and for a period of 6 (six) months thereafter, you shall not seek employment with any organization that is directly or indirectly engaged in same/ similar business activities as Zomato. Further, you yourself shall not, directly or indirectly, enter into business activities that are similar to those undertaken by Zomato.
- k) **Non Solicit:** During your employment with Zomato and for a period of 12 (twelve) months thereafter you shall not (as the case maybe), directly or indirectly (i) entice any employee to leave their employment with Zomato; (ii) solicit them for employment opportunities with third parties; (iii) solicit or entice in any manner, directly or indirectly any customers, agents, vendors, users, clients of Zomato.
- l) **Gratuity:** You shall be entitled to avail gratuity benefits as per the Gratuity Act, 1972 and as per Zomato's Gratuity Policy.
- m) **Full Disclosure:** You will disclose to Zomato in writing, any ongoing contractual obligations prior accepting this employment letter, including but not limited to any professional contracts, employment contracts, and governmental engagements with any third party, freelance projects or volunteer work.
- n) **Right to hold personal data:** As a part of the conditions of your employment, you hereby grant Zomato permission to collect, retain and process information about yourself, such as age, sex, and ethnic origin. The information will be used by Zomato to monitor Zomato's compliance with applicable laws and best industry practices in terms of equal opportunities and non-discrimination. Should your personal circumstances change, you must notify Zomato immediately.
- o) **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 any pending compensation due to you from Zomato.
- p) **Zomato's Proprietary Right:** You agree to promptly and fully inform and disclose to Zomato all inventions, designs, ideas, improvements, discoveries and any material or documents, whether or not completed, that you, working by yourself or with others, made, created, conceived or found during the course of your employment with Zomato, whether or not conceived during regular working hours at Zomato or at Zomato's premises. You agree and acknowledge that Zomato is the sole owner of all inventions, designs, ideas, improvements, discoveries, and any material or documents described under this clause and you agree that all such inventions, designs, ideas, improvements, discoveries and any material or documents shall be regarded as having been made under a contract of service and you hereby transfer and assign in favour of Zomato, all rights, title and interest in and to all such inventions, designs, ideas, improvements, discoveries and any material created or prepared by you together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties and you agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Zomato 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 further agree that all applications or requests for patents, trademarks, copyrights or other such protection will be made only in Zomato's name. In addition, you agree to assist Zomato in obtaining patents or such other protections on all such inventions, designs, ideas, rights or other trade protection that may be available to Zomato. You agree to execute all documents and do all things necessary to obtain inventions, designs, ideas, improvements and discoveries. You

ZOMATO PRIVATE LIMITED (Formerly known as Zomato Media Private Limited)

Registered Address: Ground Floor 12A, 94 Meghdoot, Nehru Place, New Delhi-110019

CIN: U74999DL2018PTC342569

will rescind your moral rights over the inventions as well.

- q) **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
GF-12A, 94,
Meghdoot Nehru Place,
New Delhi – 110019
Email: hr@zomato.com

If to the **Employee:**
Srishti Grover
A-25 Manak Vihar
Near Tihar Village
New Delhi 110018

- r) **Dispute Resolution and Governing Law:** Parties shall endeavor to amicably resolve all disputes arising hereunder. Thereafter, parties may refer the matter to arbitration in accordance with the terms of the Arbitration and Conciliation Act, 1996 for proceedings carried out by a court appointed arbitrator. The courts at New Delhi shall have the exclusive jurisdiction to preside on matters arising hereunder.
- s) **Survival of Covenants** - All restrictive covenants contained in this employment letter shall survive the termination of your employment at Zomato.

If the foregoing terms and conditions 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

Ashish Kumar

(Recruitment Team)

Acceptance:

I have read the principle terms of my Employment Agreement 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: