

Date: 20 October 2021

To,
Manoj Sakhare (Aadhar # 8499 7909 5720)
S/O Pandurang Sakhare
Chinchpur, Taluka Dharur,
District: Beed, Maharashtra. 431124

Dear Manoj,

Subject: **Your appointment as “Geek (Software Engineer)”.**

Further to your interview with us on 19 October 2021, and the subsequent selection process, we are pleased to offer you a position of a “Geek (Software Engineer)” with us. We would appreciate your joining not later than 22st October 2021 as mutually agreed.

The terms and conditions of this offer for employment are:

1. Salary

Your Monthly Gross salary during the initial probationary period of six months would be Rs. 20,000/- per month. After completion of your probationary period of six months, your salary would be revised to Rs. 25,000 per month.

2. Additional Terms

a. Acceptance of Offer

- i. Please send us your acceptance of the offer on or before 21th October 2021.
- ii. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
- iii. You are expected to join the Company after your present employer formally relieves you. However, in case you are unable to present the relieving letter at the time of joining, Company will not be liable for any consequences arising out of your previous employment. You shall indemnify and hold the Company harmless against any costs, losses and expenses that the Company may be required to pay as a result of not producing a valid letter unconditionally relieving you from the previous job.

b. Work Location

On the date of joining, you will be posted at our Pune office. However, your services are liable to be transferred to any other development centers / branch offices of the Company or at customer's or at partners' location anywhere in India or abroad subject to Company policies and Company's business requirements from time to time.

c. Increments and Promotion

Your growth in the Company and increments in the salary will depend solely on your performance and contribution to the Company. The increments and salary revision will be driven as per the performance management policy of the Company.

d. Probationary Period

You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be confirmed and communicated to you in writing. In addition to your performance during the probationary period, confirmation of your

employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

e. Recovery of Expenses

Any expenses incurred by the Company for your recruitment such as your relocation, accommodation, joining bonus, reimbursement of shortfall of notice period if any, etc. would be recovered from you if you voluntarily resign from the services of the Company within twelve months from your date of joining.

f. Notice Period

During probation, your employment can be terminated with 15(fifteen) days notice or salary in lieu of the notice period on either side. After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give two months written notice or salary in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete assignment, the Company will have the discretion to relieve you only at the end of the two months notice period. Similarly, the Company may terminate your employment by giving you two months notice or Salary in lieu of notice period. The Company can terminate your service without any notice period in case the employment is terminated on grounds of (i) Breach of confidentiality or IP related obligations (ii) Violation of law (iii) Gross Misconduct. (iv) Material breach of Company policy. In such an event, the Company will not be liable to make payment in lieu of notice period. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

g. Retirement

You shall retire on the day of completion of sixty years of age. For this purpose, the date of birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

h. Rules and Regulations

You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.

i. Invention Assignment and Confidentiality Undertaking

The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company, and should be treated as such. As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

j. Working Days

Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of some departments may be required to work on Saturdays. The normal working hours are forty five hours/week, Monday through Friday.

k. Holidays and Leaves

You will be eligible for holidays as per 'Company paid Holiday policy'. The same is announced at the beginning of the calendar year. You will be entitled to twenty one days of leave. The aforesaid leave entitlement is subject to the Company policy as amended from time to time.

l. Information and security

The role assigned during your employment with the Company includes the Information Security responsibilities as required by organization and customer. This includes adhering, maintaining information security artifacts as required by Information Security Policy of the organization and customer. During your employment with the Company, you shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under your previous employment contract or disclosure of which is in violation of any law or third party intellectual property rights. If you disclose any such information, you shall be solely liable at your own cost and you agree to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

m. No Conflict

You warrant that if you accept this employment offer with the Company, it shall not be in conflict with

- Any other agreement that you may have entered into or
- Any obligation that you may be bound to

n. Dispute resolution

In case of any dispute or disagreement in relation to the terms of this offer, your employment or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

o. Joining Formalities

Kindly contact Neeraj Bahulekar (Ph.No.- +91-9822033069) on the date of joining. We request you to report at 10 am at the address mentioned below for completion of joining formalities.

Office Address:

1 Vrundavan Apartments, 122/4A Law College Road. Pune 411004

We welcome you to the Zogato family and look forward to a long and mutually rewarding association.

Yours sincerely,
For Zogato Tech Pvt. Ltd.

Neeraj Bahulekar
Director

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter.

I will join the Company on _____ (DD-MMM-YYYY).

Signature:

Date: