

**December 17<sup>th</sup>, 2023**

**Subject: Employment Offer**

**Dear Nikita Das,**

On behalf of Birdeye Software India Private Limited (the “**Company**”), I am pleased to extend an offer of employment to you as **Senior SDET**. You will report to **Mohit Bansal**. Your annual gross salary will be **INR 25,00,000 (Rupees Twenty-Five Lakhs Only)**, which will be paid monthly in accordance with the Company’s regular payroll policies in effect, as amended from time to time. Your start date will be **22<sup>nd</sup> January 2024**.

**This position is being offered to you as a remote working option (indefinitely), however in case in the future you are comfortable to relocate to Gurgaon to work from the office, the company would be open to that as well.**

Performance appraisals will be made periodically, and, when appropriate, your salary will also be reviewed relative to your performance and our then-current salary compensation and equity structures. Please note that the Company may modify job titles, salaries and benefits from time to time as it deems necessary.

Personal Time Off (PTO) is earned on a pro-rated basis during each calendar year of employment.

You will also be eligible to enrol in the Company’s standard employee benefit plans, including vacation, health plans, and other benefit programs as they are adopted by the Company. You should note that the Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time. We will provide you with more information regarding these plans upon your request.

You acknowledge that you are not a party to any agreement that in any way prohibits or imposes any restriction on your employment with the Company, and, your acceptance of this offer will not breach any agreement to which you are a party. You will provide the Company with copies of any relevant employment-related agreements with any former employer, including any non-compete agreement that you may have with another company. We also wish to emphasize that we are hiring you because we believe that you have general skills and experience that will benefit the Company. We are not hiring you to acquire any proprietary or confidential information of your prior employers and ask that you not bring any such information with you.

I have also enclosed our standard EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS Agreement, which you are required to sign as a condition of your employment. Upon your acceptance of this offer, please return to me a signed copy of that agreement.

You should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause. You will be on Probation for the first 3 months. During probation, the notice period is 30 days. On successfully completing probation and getting confirmed, the notice period will change to 60 days. Any offset of the notice period, through “pay-in-lieu of notice” rests solely with the employer.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

You agree that, during the term of your employment with the Company and 12 months thereafter, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company.

In the event of any dispute or claim relating to or arising out of our employment relationship, this agreement, or the termination of our employment relationship (including, but not limited to, any claims of wrongful termination or age, sex, disability, race or other discrimination), you and the Company agree that all such disputes shall be fully, finally and exclusively resolved by binding arbitration conducted by the relevant Arbitration Associations in Gurugram, Haryana, and we waive our rights to have such disputes tried by a court or jury. However, we agree that this arbitration provision shall not apply to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company’s trade secrets or proprietary information.

Our entire team is eager to welcome you to Birdeye and I personally look forward to working together with you to build our company. To indicate your acceptance of the Company’s offer, please sign and date this letter in the space provided below and return it to me. A duplicate original is enclosed for your records. This letter, along with the Proprietary Information and

Inventions Agreement, set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by an officer of the Company and by you.

**If you have any questions in the interim, please call me at 9811813771.**

Sincerely,



Iqbal Kaur  
Senior Manager, Talent Acquisition

| S.No.        | Salary Break-up             | Monthly         | Annual           |
|--------------|-----------------------------|-----------------|------------------|
| 1            | Basic Salary                | 93,750          | 11,25,000        |
| 2            | HRA                         | 46,875          | 5,62,500         |
| 3            | Special Allowance           | 65,908          | 7,90,900         |
| 4            | EPF (Employer Contribution) | 1,800           | 21,600           |
| <b>Total</b> |                             | <b>2,08,333</b> | <b>25,00,000</b> |

ACCEPTED & AGREED: \_\_\_\_\_

Name: **Nikita Das**

Date:

ENCLOSURE: EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT