



Contingency Offer Letter

March 13, 2024

Sudipto Saha
139/3, Nagendra Nath Road,
Kolkata,
West Bengal - 700028.

Dear Sudipto,

Congratulations! We are impressed with your performance in interview with us and the information provided by you in your employment application and during selection process. We are pleased to offer you employment with us as **Sr. Software Developer**. Your commencing remuneration will be **INR.28,00,000 CTC** per annum.

This offer is valid for 5 days and stands nullified, if you do not confirm the acceptance of our offer letter within this validity period. If you accept our offer, please sign second copy of this letter as confirmation of your willingness to join and provide us the date of joining within the validity period. Zeta Interactive Systems India Pvt. Ltd. may revoke this contingency offer letter, at any time with or without written notice for any lawful reason. When you join us, you have to submit the required documents as per the annexure and sign the employment agreement. Your appointment is subject to verification of references, submission of all documents, and veracity of information provided by you.

Prior to your acceptance, HR Partner will provide you copies of employment agreement, salary structure and appointment terms. HR Partner and Delivery Head will also orient you about organization, its expectations, your deliverables and provide clarifications for any queries you might have. This offer will become valid only after you certify that you have been provided with all information about the employment you might be required / want to know.

We look forward to welcoming you to Zeta Interactive.

Sincerely,

Madhavadas Haridas

Senior Director, People Partner

Date of Joining:

Sudipto Saha

Date:

CIN No: U72200TG2006PTC051370



T. +9140 69011501



#627-A Road No 35,
Venkatagiri, Jubilee Hills,
Hyderabad,
Telangana 500033, India.



www.zetaglobal.com



Required Documents List

Prior to Joining:

1. Updated resume in required format.
2. Test email from official email id - if previously employed.
3. Copy of resignation email or acknowledged copy of resignation letter - if previously employed.
4. Reconfirmation of joining date by email.

At the time of Joining:

The following copies of documents (**2 sets**) need to be submitted at the time of joining. Originals have to be presented for verification.

1. Educational certificates
 - a. SSC or equivalent.
 - b. Intermediate or equivalent.
 - c. Graduation or equivalent with marks memo(s).
 - d. Post-Graduation or equivalent with marks memo(s).
 - e. Advanced Diploma, if any.
 - f. Professional certifications, if any.
2. Employment Record - for previously employed
 - a. Relieving letter from current organization.
 - b. Experience letters from all previous employers.
3. Financial & Legal documents
 - Previously employed:
 - a. Form 16 / Income certificate / Undertaking for current financial year.
 - b. Pay slips of 2 last months.
 - c. Salary account statement for last 3 months.
 - d. PF (NSSF) number and copy of UAN (related to PF).
 - For all:
 - e. Aadhar Card.
 - f. PAN card - If employee doesn't possess, must acquire it within 3 months of service.
 - g. Passport - If employee doesn't possess, suggested acquiring it within 1 year of service.
 - h. Proof of signature - Driving License / Passport /any legal document which bears the employee signature.
4. Other documents / Information
 - a. Recent passport size photograph of employee - 7 Nos.
 - b. Blood group of employee.
 - c. Declaration of clarity of employment aspects during recruitment process.



Declaration of Clarity

The Managing Director
Zeta Interactive Systems India Pvt.Ltd
627-A Road No: 35, Venkatagiri, Jubilee Hills,
Hyderabad, Telangana - 500033.

Dear Sir,

Declaration of clarity of employment aspects during recruitment process

With respect to your offer of employment with your organization as per contingency offer letter dated_____. I was explained the following aspects during my selection process by HR team and the delivery head.

1. My role and expectations are explained to me.
2. My remuneration is agreed at cost to the company but not at gross/ net or any other terms.
3. I have been given access to employment agreement, appointment terms and current salary structure at the time of offer.
4. I am aware that I need to agree to sign the employment agreement in the event of my acceptance of the offer.
5. I am aware that verbal assurances or implicit promises which are contrary to written communication will not be applicable for probation completion, promotions, salary revisions, internal transfers, etc with respect to specific time frame and amount.
6. I am aware that I have to acquire the required knowledge to take up my responsibilities with efficiency. I am aware that I will be provided formal training to acquire the required knowledge at the time of joining and will not be deemed fit for work allocation till I get certified. Further, I am also aware that from time to time, I have to attend training programs that equip me with requisite skills and get certified.
7. I am aware that my prospects in the organization which are discussed during section process are meant for generic direction. I am aware that these possibilities are based on my performance and not as a promise with a specific date.
8. I am aware that annual salary reviews will generally happen in the month of April which are not automatic with respect to any amount and are based on performance.
9. I am also aware that my commencing remuneration and subsequent salary revisions, if any, are confidential and not to be shared with anybody who are not involved in the process except for legal and financial agencies.
10. I am aware that the joining bonus will attract the applicable taxes and relocation expenses will be reimbursed upon submission of the completed Relocation Assistance Form along with supporting documentation.
11. I am aware that the joining and relocation bonus will be processed as part of my first month's payroll and I am also aware that I have obligation to repay the entire amount of my joining and relocation bonus if I resign my position or are terminated for cause by the Company within 12 months of my start date.
12. I am aware that I have right to demand for any assurances made by anybody on behalf of the organization during the selection process to be recorded and provide the same to me. Further, I am aware that I can demand for all information I am required to know about the employment.
13. I am aware that I might have to work beyond work hours / times to meet business exigencies. Further I am also aware that I have to work in shifts that include night shift for which timings will be decided my supervisor as per requirement.

I have completely understood and I am in total agreement with the above.

Yours truly,



Non-Disclosure Agreement

1. In the course of business, the employer evolves and develops technical, process and business knowledge and information, which is the property of the employer. The technical knowledge and information includes but not limited to programs, designs, methods, processes, systems, techniques, inventions and research projects. The business knowledge and information includes but not limited to customer information, pricing data, sources of supply, financial data and marketing, merchandising systems or plans. The employer also possesses specialized knowledge, skills and expertise in the field of information technology, and software development and services etc. The employer has acquired the aforementioned expertise and knowledge, as well as infrastructure, and built up the said establishment at the expense of a vast amount of financial resources and dedicated hard work. This specialized knowledge, skills, expertise and techniques, developed by the employer, are not generally available as part of any professional course or training in any educational institution. This is necessary for the enterprise of the employer forms trade secrets and confidential information.
2. During the course of employment, the employer discloses the aforementioned knowledge and information to the employee in trust and confidence to be used only for the contemplated purposes.
3. The employee shall not during, or at any time after the termination of the employment with the employer, use for him/herself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the employer which contain or are derived from this knowledge and Information, whether prepared by the Employee or otherwise coming into the Employee's possession or control without the prior written permission of Employer.
4. The employee will return the employer all documents and property of the company, at the time of termination, including but not necessarily limited to: computer programs, designs, reports, drawings, manuals, blueprints, correspondence, customer lists, process documents and all other materials and all copies thereof relating in any way to the employer's business, or in any way obtained by the employee during the course of employment. The employee further agrees that he/she shall not retain copies, notes or abstracts of the foregoing after termination of employment.
5. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by Employer. Employee shall, from time to time as may be requested by Employer, do all things which may be necessary to establish employer's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments at employer's expense, and the employee also further agrees to execute the necessary documents to establish the ownership of the employer over such products from time to time.
6. If Employee's employment with Employer terminates for any reason, the Employee shall not, for a period of Two Years from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer. Even after Two Years from the date of termination if the employee joins such corporate entities, Employee shall keep in strictest confidence and shall not disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation,



information relating to the software / services / processes developed by Employer, information as to sources of, and arrangements for, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information.

7. Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to Employer and its reputation, or to clients of Employer, Employee shall not, until the expiration of two years after the termination of the employment relationship between Employer and Employee, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with Employer or clients of Employer.
8. Employer and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Employer; however, Employee and Employer are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph Employer and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with Employer to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.
9. The employee, in the event of termination, will not hire any other employees who are rendering services for the employer for his/her or his/her future employer's benefit for a period of one year. Further the employee also agrees to not hire any other employees who rendered services with the employer but separated from the services of the employer six months prior to employee's separation, for a period of one year of their separation, WHEREAS, the other employees also include employees of employer's customer / client whom they might have directly or indirectly interacted or has knowledge of.
10. The Employee acknowledges that disclosure of any Confidential Information or breach of any of the agreements contained herein will give rise to irreparable injury to Employer or clients of Employer cannot be compensated in terms of damages. Accordingly, Employer or, where appropriate a client of Employer, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Employer's legitimate business interests and are reasonable in scope and content.
11. The employer shall notify any future or prospective employer or third party associated with the employee of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
12. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. The provisions of this Agreement shall be enforceable from the date of employment, notwithstanding the existence of any claim or cause of action of Employee against Employer whether predicated on this Agreement or otherwise.



13. This Agreement may be modified only by an instrument in writing signed by both parties hereto, notifying the same as an amendment.
14. This agreement shall be interpreted under the laws of Republic of India. If any provision or provisions of this agreement shall be held to be unenforceable by any Court, the remaining provisions shall be unaffected and shall continue in full force and effect.
15. This agreement is executed in the duplicate and the original will remain with the employer and the duplicate with the employee.

On behalf of Zeta Interactive Systems India Pvt. Ltd

A handwritten signature in black ink, appearing to read "Madhavadas", written over a faint circular stamp.

Madhavadas Haridas
Senior Director, People Partner
Zeta Global

Employee Name:
Date:

Signature: