

Exit Form and Resignation Letter Terms

Employee Details

Employee Name: Aditya Ojha

Designation: Analyst

Start Day of Work: 19-June-2023

Last Day of Work: 22-October-2024

Manager: Nishtha Gupta

Mobile Number: 8303650626

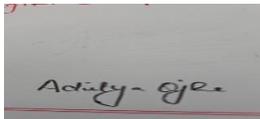
Email ID (Personal): ojhaaditya83@gmail.com

Permanent Address: Shri Balaji Marbles, Infront of sales tax office, Taramandal, Gorakhpur, Uttar Pradesh

Reason for leaving: Personal reason

Declaration: I hereby declare that the details furnished above or in this document as part of my exit process, are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature: .



Full Name: Aditya Ojha

PRIVILEGED & CONFIDENTIAL

October 22, 2024

Employee Code: Z00950
Mr. Aditya Ojha
Front of Bharat Petrol pump,
Bharavlia Bujurg Siddharth Enclave
Gorakhpur-273017

RESIGNATION ACCEPTANCE LETTER

Dear Mr. Ojha

We are writing to you as a follow-up to your resignation dated October 22, 2024, from the position of Analyst of ZIGRAM Data Technologies Private Limited (“Company”), as conveyed to Aditya Ojha by way of your email dated October 22, 2024 (“Resignation”) and our acceptance thereof.

As noted earlier, your last working day with the Company is October 22, 2024 (“Release Date”) Subject to applicable law, and your acceptance of the terms and conditions set out below, we will proceed to complete your exit formalities, including the payment of any amounts due to you as part of the full and final amounts, if any, that may be due to you in connection with your employment with the Company on the terms and conditions set out in this letter (“Resignation Acceptance Letter”).

1. **Separation:** Without admission of any liability and subject to you:
 - (i) properly executing and returning this Resignation Acceptance Letter to the Company; and
 - (ii) you fulfilling all your obligations as per the terms of your employment with the Company, all applicable Company policies and this Resignation Acceptance Letter;

the Company agrees to complete the full and final payment to you of any amounts that may be due to you in accordance with the terms of your employment, which amount will be regarded as full and final payment and settlement of all salaries, compensation, notice pay, allowances, perquisites, reimbursements, claims, demands, dues, and other amounts of any nature whatsoever including all amounts that may be payable by the Company and/or any of its group companies upon cessation of employment (“Final Amount”), subject to you providing the Company with the necessary documents evidencing: **(a)** eligible tax saving investments; **(b)** permissible reimbursements; **(c)** allocable allowances; **(d)** returning any items and property identified below; **(e)** the return of the total amount of the Retention Bonus to the Company; and **(f)** the receipt of a signed copy of this Resignation Acceptance Letter from you, failing which, the Company will be entitled to

make such adjustments as it may deem necessary towards the foregoing from the Final Amount. The Company shall be entitled to deduct from the Final Amount any amount owed by you to the Company (including any advance or loan availed by you from the Company or any other dues). The company reserves the right to recover an amount equivalent to notice period shortfall as per the employment contract and company policy.

2. **Taxes:** You will be responsible for the applicable tax, if any and the payment of any amounts referred to in this Resignation Acceptance Letter will be after deduction of any applicable taxes.
3. **Provident Fund:** You will be responsible for the transfer or credit, as the case may be, of any balances in your provident fund account (as well as any other social security account), if established, in accordance with the prevailing practices and as required under law.
4. **Business Expenses:** The Company will reimburse any outstanding approved business and benefits related claims incurred by you on or before the Release Date. These (if any) will be credited to your bank account upon submission of the original receipts by you, with the required approvals and subject to terms and conditions of the applicable policy. You are required to submit these claims, along with the original receipts immediately. The reimbursement of any claims, whether approved or otherwise by the Company, remains subject to the full re-payment of the Retention Bonus by you to the Company, immediately upon the receipt of this Resignation Acceptance Letter.
5. **Handover of assets:** You shall deliver to the designated representative of the Company all correspondence, documents and property of the Company that are currently in your possession or control, including but not limited to all laptops and, badges, mouse, headphones, access cards, visiting cards, and all computer data files and records and any printouts or copies of any documents belonging to the Company, its customers/clients, vendors and business or its related companies immediately along with a written undertaking that no Company assets remain in your possession.
6. **Continuing Obligations:** You are reminded that even though your employment with the Company will end on the Release Date, you agree that, all of the terms and conditions of your employment that are intended to survive the termination will continue to remain valid, including, those relating to confidentiality and, except to the extent the Company specifically releases you in writing from your obligations in relation to keeping confidential specific Company information: (i) you will be required to keep confidential all Company

- information (including the terms and conditions of this Resignation Acceptance Letter) and comply with all other obligations that are meant to survive the cessation of your employment; and (ii) you must not directly or indirectly, promote yourself or be involved as an employee, owner, consultant, promoter, director or otherwise with any business which requires you to disclose or use directly or indirectly the confidential information or trade secrets of the Company or deviate from your subsisting confidentiality obligations towards the Company.
7. **Confidential Data:** You confirm that you have not copied or have in possession any Company data, including information, data and resources, in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) and including copies, notes, records, extracts, analysis, studies, plans, compilations or other representations thereof, relating to the business, products, affairs, finances, trade secrets, technical data, know-how and any other sensitive personal and confidential data of the Company, its group companies, suppliers, clients, customers, agents, distributors, shareholders or management, including (without limitation) any information, data and resources that you created, developed, procured, received, obtained, revised, computed or maintained in connection with your employment, by yourself or in collaboration with others, whether or not such information, data and resources is marked confidential ("Confidential Data"). You agree that you shall not, at any time after the Release Date, use any, make or use copies of, such Confidential Data. All Confidential Data and any copies thereof shall be returned to the Company or destroyed, as per the instructions of the Company. You acknowledge and agree that all Confidential Data which you may have conducted any nature of work upon or have become associated with, or aware of, while under the employment of the Company are the sole property of the Company and/or its affiliates, as the case may be. You further agree to assign (or cause to be assigned), and do hereby assign fully, to the Company all titles, rights and interest in all Confidential Data, including without limitation, intellectual property rights relating thereto.
 8. **No further association/representation:** On and from the Release Date, you should not make any representations to any third person, entity or corporation for or on behalf of the Company or its affiliates, including by using the name or the logo of the Company or its affiliates. For the avoidance of doubt, you agree that you will not interact or communicate, in any manner whatsoever, with the employees, customers, vendors and/or service providers of the Company in connection with the affairs of the Company.
 9. **Non-disparagement:** You should not make any adverse written or oral statement or take any action or inaction, directly or indirectly, which you know or reasonably should know to be disparaging or negative

concerning the Company and/or its affiliates (and/or their officers/directors) publicly or otherwise. You should also refrain from suggesting to anyone that any written or oral statements (including any statements made on a no names basis) be made which you know or reasonably should know to be disparaging or negative concerning the Company and/or its group companies, or from urging or influencing any person to make any such statement.

10. **Non-Compete and Non-Solicitation Obligations:** You shall not for a period of Twelve (12) months from the Release Date, directly or indirectly (through an affiliate), as an individual, employee, consultant, independent contractor, partner, shareholder, unit holder, member or in association with any other person, or in any other capacity, whether for profit or otherwise:

(i) set up, invest in, solicit business on behalf of, render any services to, engage in, guarantee any obligations of, extend credit or other financial assistance to, or have any ownership interests or other affiliation in, any business or other endeavor, whether directly or indirectly, which is engaged in the business of a similar nature as the business of the Company; *and*

(ii) solicit, render services to or for, or accept from, anyone who is or was a client, customer, or a supplier of the Company or its affiliates, any business of the type as performed by the Company or its affiliates, or persuade or attempt in any manner to persuade any client, customer, or supplier of the Company or its affiliates to cease to do business or to reduce the amount of business which any such client, customer, or supplier has customarily done or is reasonably expected to do with the Company or its affiliates, whether or not the relationship between the Company or its affiliates and such client, customer, or supplier as the case may be, was originally established, in whole or in part, through the Employee's efforts; *and*

(iii) interfere or seek to interfere or take such steps as may interfere with the continuance of the business between the Company or by any affiliates (or the terms relating to such business) with the suppliers, distributors or retailers of the products and services of the Company or any of its affiliates; *and*

(iv) employ as an employee or retain as a consultant any person (including individual, firm, corporation or other form of entity) who is then or at any time prior to the date of the purported solicitation was, an employee of or exclusive consultant to the Company or its affiliates, or persuade or attempt to persuade any employee of, or exclusive consultant to, the Company or an affiliate, to leave the employment of, or engagement with, the Company or the affiliate or to become employed as an employee or be retained as a consultant by any other person.

You acknowledge that **(a)** the type and periods of restriction imposed herein are fair and reasonable and are reasonably required in order to protect and maintain the legitimate business interests and the goodwill associated with the business in any country in which the Company and its affiliates, conduct business; and **(b)** the time periods and the scope provided herein have been specifically agreed to.

11. **Indemnity:** You shall indemnify and hold the Company and/or any of its group companies harmless against any and all consequences of any actions taken by you during your employment with the Company or at any time before or after such period except in respect of actions taken under the express written authority of the duly authorized management of the Company.

12. **Jurisdiction:** The terms of this letter shall be governed by and interpreted according to Indian laws. The courts in New Delhi, shall have exclusive jurisdiction with respect to the terms of this Resignation Acceptance Letter.

Kindly return a copy of this Resignation Acceptance Letter after signing below. We wish you all the best in your future endeavours. For employee verification purposes, please contact us at employee.verification@zigram.tech.

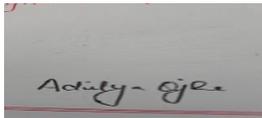
Yours sincerely,
For **ZIGRAM Data Technologies Private Limited**



Monika Miglani
Associate Director- HR

Acknowledgment and Acceptance

I acknowledge receipt of this letter and confirm my full and voluntary acceptance of the terms herein before stated by the Company.



Mr. Aditya Ojha

Date: 22 October 2024

