



March 22, 2021

Hi Ashu ,

Congratulations! We're excited that you'll soon be joining the Rackspace family! The Rackspace family includes Tricore Solutions Private Limited which is the legal name for the Rackspace affiliate in India. Going forward, you may see this name on your paystub but all other references to the company will generally be Rackspace. Your first day as a Racker is **June 23, 2021**. Please find your offer letter and a sample earnings statement attached which documents our conversation along with a few more important details. This will allow you to resign from your present organization. Please be informed that Rackspace is willing to reimburse towards the notice period buy-out if that would enable you to join sooner, after taking prior written approval from your recruiter. Please sign below confirming your acceptance and start date.

Now that you've accepted our offer, here are a few things you need to know for your first day at the Rack:

**START TIME** – Your journey as a Racker starts promptly at 10:00 a.m. You don't want to be late on your first day so please plan to arrive before the start time. The address is: **3rd Floor, DLF Building No. 9 A DLF Cyber City, DLF Phase III Gurgaon 122002, Haryana**

Please note that it is important to be on time to complete the joining formalities.

On your joining date, please bring:

- 1) 3 self-photographs (passport sized, color photos),
- 2) Originals & 1 sets of photocopies of the appended documents:
  - Education certificates (Highest degree & Mark Sheets)
  - All professional certificates relevant to your skill.
  - Relieving letter or resignation acceptance letter from your most recent employer.
  - Service certificate & relieving letters from prior employer(s) (5years).
  - Salary slips (last 3 months)
- 3) Proof of identity (PAN card – Must) and bring any one of the following documents:  
passport, driving license, voter's identification card bearing your permanent address.
- 4) Address details for last 7 years of stay with supporting.
- 5) Aadhar Card details are required for linking of PF accounts.

\* Please note that all of the above documents are mandatory

In order to complete your new hire profile, we need some information from you. The link below asks for your personal information for your profile.

<https://forms.office.com/Pages/ResponsePage.aspx?id=9FcAV-9zyEG8uwjbL8FcK42v6nQvxqpEsKP2hOPIO59UNUU5VUNBQkJJQ002MFIxSkxE0VFQTIYzRyQIQCN0PWcu>

This is an exciting time in your career and we're looking forward to having you join us in our mission to become one of the world's greatest service companies! Get ready – Fanatical Experience is a wild ride! We're glad you'll be on it with us.

If you have any questions or concerns, please reach out to me at [niharika.kadian@rackspace.com](mailto:niharika.kadian@rackspace.com).  
WELCOME HOME!

## OFFER CONTRACT

We are pleased to offer you the position of **Professional Services Delivery Engineer, Specialty Domain I - IN**. Attached are specific terms and conditions of our offer - please read the documents carefully, including your compensation and benefits details.

### Acceptance and Commencement

Your appointment will be effective on your joining date **June 23, 2021**. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Respond via DocuSign signature below
- Any change to the joining date must be sent to your recruiter at least 5 days prior to your original joining date. The new joining date must be a Monday, Wednesday, or Thursday and should be no later than 5 days from the joining date specified above.

### Terms and Conditions:

Following are the Terms and Conditions of our offer. Rackspace reserves the right to amend these Terms and Conditions at any time and from time to time.

- 1) Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for Rackspace without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).
- 2) Your designation may be changed at the discretion of Rackspace depending on the work assigned to you.
- 3) **COMPENSATION (CTC):** Your compensation will be as stated below, paid monthly consistent with Rackspace's payroll practices.

Gross Annual: INR Rs **₹16,00,000 INR/year (salary)**

\*Refer attached tentative salary statement for fixed component.

Your package will also include participation in the health and other benefits plans pursuant to their terms as may be amended by Rackspace from time to time

- 4) **HOURS OF WORK:** Your working hours will be governed as per company policies and the Company may revise the same from time to time. Being a global organization, you may be required to work on staggered timings /shifts to support 24x7 business operations of the organization.
- 5) **PERFORMANCE REVIEWS:** Rackspace's success lies with all employees. When they volunteer outstanding performance, our customers experience a true world-class service. Measuring success means we each have to contribute toward goals as individuals, teams, and on a broad level as a company. Performance evaluations are tools used by the company to discuss and document achievements, progress towards current goals and continue to move forward together by establishing new goals. We will expect you to naturally discuss your performance with your manager during the course of the working day. However, we also need to make time to sit down and have a more formal review of how you are performing. This will help you and your manager to take stock of the past months and plan for the future. These reviews are intended to provide a forum to discuss progress in your job, highlight your strengths and successes, identify opportunities for growth, and establish goals. The results of your evaluation provide a basis for recommending compensation actions and career opportunities. Your first performance review will take place [three] months after your joining date. A review does not automatically mean a salary increase.
- 6) **CONFIDENTIALITY:** The Employee shall not disclose, duplicate, copy or use for any purpose other than performance of his duties hereunder, and shall treat as confidential and proprietary to Rackspace or, while working on client projects, to the client, all information of Rackspace and its clients, as to which the Employee becomes informed in the course of this employment. The Employee shall not during the term of his employment or at anytime thereafter, divulge to any person information of a confidential nature relating to the business of Rackspace or its affiliated companies or any of its clients.
- 7) **NON-COMPETE:** You acknowledge that Rackspace is a dynamic and growing company with a unique business plan and concept for targeting and delivering its services to its clients. Moreover, Rackspace is a company which is truly global in its reach, with clients currently located throughout the United States and the goal of developing a network throughout the country and globally.
- a. During your employment, you will diligently and conscientiously devote your full and exclusive time and attention and your best efforts to the discharge of your duties as an employee of Rackspace.
- b. While employed by Rackspace, you will not, directly or indirectly, be retained, employed or engaged in any capacity in any other business or the setting up or preparation thereof that is competitive with or substantially similar to the business of Rackspace, as the company is now constituted or may be constituted at any time during your employment by Rackspace and 18 months thereafter. In particular, you agree not to copy or adopt a similar business model as Rackspace or develop a company with the same clients or prospective clients as Rackspace.
- c. For the period of 18 months after the termination of your employment, you agree that you will not solicit, divert or accept business from any customers or accounts with which you or Rackspace have had contact during the period of employment at Rackspace. Similarly, you agree not to solicit, divert or accept business from contacts developed while at Rackspace, whether or not those contacts are customers. This agreement shall extend to those regions in which Rackspace currently has business or has significant plans to be involved within a period of 18 months after the termination of your

employment.

d. You agree that you will not for a period of 18 months immediately following the termination of your employment, either directly or indirectly, solicit, take away or attempt to solicit or take away any employees of Rackspace either for yourself or for third parties.

If any of the provisions of this section are breached, you agree that Rackspace will be irreparably harmed, thus Rackspace will be entitled to immediate injunctive relief in addition to any monetary damages.

8) MISCONDUCT: If at any time you are found guilty of misconduct, commit any breach of this contract or any other terms of employment or refuse or willfully neglect to perform to the satisfaction of Rackspace in connection with those businesses in which you may be engaged all or any of the duties devolving upon you, Rackspace may at once without any previous notice terminate the contract of your employment solely at your cost, risk and responsibility.

9) NOTICE PERIOD:

a. At any time during initial 3 months, either you or Rackspace may terminate your service by giving 30 days' notice.

b. Upon completion of 3 months, you or Rackspace may terminate your service at any time by giving 60 days' notice or salary in lieu thereof. However due to exigencies of business Rackspace may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by Rackspace to that effect.

c. Leaves cannot be availed during serving Notice Period.

d. Any amount paid to facilitate joining, but not limited to; notice period buyout, training, relocation, etc. is required to be repaid to Rackspace in case of resignation within 1 year from the date the said expense is incurred.

e. In case of onsite travel, the employee agrees to sign a bond for not leaving the services of the Company for a minimum period of twelve months from the date of his/her travel, as a part of the consideration for the training efforts and costs involved.

f. Upon your resignation or retirement from Rackspace or termination of your services, you are required to return all assets and property of Rackspace such as documents, machines, data, files and books etc.

g. You will retire from the services of Rackspace on attaining the age of superannuation [58 years].

10) BENEFITS: Rackspace provides an excellent benefit package to its employees at present. This package includes:

a. HOLIDAYS & VACATION: You will be entitled to customary legal holidays as recognized by Rackspace, however if for business reasons you are expected to work on these holidays you would be allocated a

compensatory off. You are also eligible for 18 Earned Leaves, 7 Sick Leaves and 7 Casual Leaves in a year as per Rackspace's leave policy.

b. GROUP MEDICLAIM INSURANCE POLICY: This is Rackspace's paid benefit where you and your nuclear family (Definition of family: Spouse+ Kids) are covered on family floater. If either you or any of your dependents, for any reason, fail to qualify for such coverage, then you agree that it shall be your responsibility to procure your own life, health and disability insurance for you or your family member with a company of your selection.

c. TRAINING & EDUCATION FUND: Rackspace facilitates the employees to continuously develop & acquire the technical skills on latest technology. After an employee completes one year with Rackspace, a training and education fund is made available. Details regarding this program shall be given at the time of joining.

11) ASSET ALLOCATION AND USAGE:

As per policy, Rackspace provides laptop computer and blackberry pager (if required to perform assigned duties) to its employee. The usage of such assets is subject to following:

(i) The asset shall be used by the employee only for the business of Rackspace and shall not be used for any unlawful or prohibited purpose.

(ii) The employee in event of any loss/ damage to the asset shall lodge FIR with concerned Police station and submit the FIR to PE department of Rackspace. Further the employee shall indemnify Rackspace against any and all claims, damages, losses and expenses of any kind arising from or connected with the use of the asset.

I am certain that you will find a career with Rackspace to be both challenging and rewarding, and I look forward to your joining us.

Sincerely,

Avni Upadhyay  
Sr. Manager - Human Resources  
Rackspace (also known as Tricore Solutions Private Limited)

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS: I agree that I have read, understand, and accept employment with Rackspace under the terms and conditions stated above.