

Date: 11 March 2022

To Vyshnavi V N House No 62, Main Road, Bommagatta, Bellary, Karnataka – 583128

Subject: Letter of Intent

Dear Vyshnavi,

We are pleased to offer you as **DevOps Engineer** with **Rapyder Cloud Solutions Private Limited** (the Company), starting **04 April 2022.** At Rapyder, one of our goals is to provide all our employees the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. We value your abilities and believe you will find our work environment to be challenging and fulfilling.

**Location –** You will be based in **Bengaluru**, but the Company may require you to work at other Company locations and on customer's sites, both inside or outside India. The Company will seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

Compensation - Your total compensation per annum is INR 7,00,000 (Rupees Seven Lakh Only) inclusive of INR 50,000 (Rupees Fifty Thousand Only) variable pay. Your benefits are detailed in the Annexure. The company will abide the rules and regulations of the EMPLOYEES' PROVIDENT FUNDS & MISC. PROVISIONS ACT. 1952 & THE SCHEME. Variable Pay-out will be linked to the incremental revenue that you influence from existing and new customers.

**Terms & Conditions** - This offer is extended to you on the basis of the information relating to your age, education, experience, skills, etc., provided by you in the submissions that you had made and the discussions that we had with you. In the event that, at a later date, it is found that any portion of such information furnished by you to the Company is false and/or that there has been misrepresentation on your part relating to such information, your Offer may be terminated by the company with immediate effect.

**Probation Period** - For a period of 6 months from the date of joining, you shall be on probation and will be confirmed for the Said Post only on completion of this period or at the discretion of the Company. The period of probation at the discretion of the Company can be extended or done away with partly or wholly as the Company may deem fit. In the absence of communication regarding extension of probationary period from company after the said period, it is deemed that your services are confirmed with the company. Notwithstanding Clause "Separation & Notice period" in the appointment letter, the Company can during the period of probation summarily terminate this Agreement and dismiss the employee without assigning any reason for terminating this Agreement. The Employee however can terminate this Agreement only in accordance to Clause "Separation & Notice period".

During your term of employment with the company you will -

- 1) Not carry on any business which has conflict of interest with Rapyder line of business. You will devote your full office time and attention to your duties to promote the interests of the organization and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information.
- Abide by the specific terms and conditions referred in our Employee Handbook or otherwise as notified by the HR department.
- 3) Abide by the applicable rules and regulations in the force from time to time.
- 4) Be working on the assignments and technologies according to the business needs of the company.



- 5) Perform such duties and conform to such directions and instructions as may be assigned to you by the company or such officers who are placed in authority over you. The management has the rights to allot you additional jobs within your department or any other departments.
- 6) Perform to the best of your abilities and your performance will be reviewed on a periodical basis as per Company norms.
- Be responsible for the safekeeping and return in good conditions and order, all Company property, which will be in your use, custody or charge.
- 8) Work with the Company for Keep HR informed in writing of any change of your residential address, family status and other necessary information.
- Be expected to exercise your specialize expertise and judgment to provide the Company and/or its clients with high quality services.
- 10) Work with Company for minimum of 12 months; in the event of resignation within 12 months you agree to reimburse Rapyder with 3 Months Fixed Salary, as applicable at the time of resignation.
- 11) Be required to work at site(s) of the Company and/or its client in India and/or abroad, sometime for extended periods of time.
- 12) Be required to work on shift/staggered duty in case business warrants that. It is Management's prerogative to decide which employee will work on shift and Management's decision in this regard will be final.
- 13) Not publicly criticize, defame or misrepresent the Company and shall not, knowingly, commit any such actions which may result in Company's image/business being adversely affected.
- 14) Be required to provide your services or your services are transferable anywhere in India and abroad. In case your services are transferred to any of our clients, you shall have to abide by the rules and regulations pertaining to that company and the local laws of that country.
- 15) Must participate in any / all group insurance plans, group health or medical insurance plans, group accidental and disability insurance plans made available by Company.

Company Assets - You will always maintain in good condition Company (or its clients) property which may be given to you for official use during the course of your employment, and shall return all such assets to the Company immediately on relinquishment of your services; failing which the cost of the same will be recovered from you by the Company. You shall not copy, distribute, destroy or delete any data, documents, software or code ("Company Information") on any Company equipment at any time, regardless whether such Company Information was created by you or anyone else.

**Confidentiality** - Information pertaining to company's operations obtained by you during the course of your employment with the Company, either directly and/or from other employees of the Company and/or during the course of your work (or after separation) with the Company, will remain strictly confidential to you.

**Ownership** - The Company shall be the sole owner of all inventions, ideas, materials, systems, codes etc., that may be devise/created by you in the course of your employment with the Company within the ambit of Rapyder line of business. You shall have no claim of any nature whatsoever, in respect of any information/ material belonging to the Company, and shall not utilize, part with or divulge such information to any third party and/or utilize the same for your own purpose.

**Non-Compete -** During the course of your employment with the Company, you shall not accept any employment of whatsoever nature from the Company's client and/or customers. Also, you shall not solicit business of any nature, either directly or indirectly, for yourself, for any other third party, from the Company's clients and/or customers.

**Violation of Terms of Employment -** Breach of any of the Offer terms and conditions, Employee Handbook, Organization Policies and misconduct will render you liable to termination of your employment without notice or compensation thereof.

**Separation & Notice period** – a) Either the company or you may, at any time terminate this agreement, in writing by giving <u>90</u> <u>day notice</u> or in lieu thereof, a sum equal to the amount or prorated amount of the salary which would have accrued to you during the period or remaining period of notice. Notwithstanding the above, the company may at its discretion relieve you from such date as it may deem fit even before the expiry of your notice period. b) On termination of this contract, you will

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immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, equipment, laptop, design documents, source codes, etc., belonging to the company and you shall not make or retain any copies of these items and continue to be bound by the terms of the agreement. c) Notice period shall remain <u>90 day notice</u> irrespective of the employee type (In probation or after confirmation).

Termination - The Company shall have the right to terminate your employment without notice if:

- a. You breach any of your duties and responsibilities under the employment agreement.
- b. You exhibit misconduct which contravenes the express or implied conditions of your employment.
- c. You are charged with any criminal offense which is prejudicial to the interests of the Company.
- d. Your performance is not found satisfactory.

Leave Entitlement - You will be eligible for leave as per the Company policy, which will be communicated at the time of joining. You will observe the leave procedure, as laid down from time to time.

Other Conditions of Employment - You will be governed by the Rules and Regulations of the Company as in force from time to time. You will retire from the service of the Company on attaining the age of 60 years. For the proof of your age, the Company considers the date of birth as mentioned in the Secondary School Leaving Certificate/ School Leaving Certificate, the date of birth once furnished and admitted shall be final and no change will be entertained.

General - The above terms and conditions, along with amendments/modifications thereto, shall be binding upon both the parties hereto during the course of your employment with the Company.

You are requested to return the duplicate copy of this letter duly signed by you, in token of your acceptance of the above terms and conditions of Offer with Rapyder. We welcome you to Rapyder family and wish you a long and rewarding career.

Yours Sincerely,

For Rapyder Cloud Solutions Private Limited,



## **Authorized Signatory**

**Acknowledgement & Acceptance of the Offer:** I have received the Original Offer letter along with the terms and conditions. I have read, understood the Offer and all the terms and conditions of my employment as mentioned herein. I fully agree to the terms and conditions and accept the Offer.

(Signature of Candidate)

Name: Vyshnavi V N

Place: Bangalore

Date: 13/03/2022



Annexure: Rapyder Cloud Solutions Pvt Ltd

Annexure			
Total Comp	ensation & Rewards		
Confidentia			
Name:	Vyshnavi V N		
Title:	DevOps Engineer		
COMPENSATION STRUCTURE			
Α	Elements	Monthly (INR)	Annual (INR)
1	Basic Salary	21,667.00	2,60,004.00
2	House Rent Allowance	8,667.00	1,04,004.00
3	Mobile	3,500.00	42,000.00
4	Flexible Compensation Plan (FCP)	15,491.00	1,85,892.00
	Total Fixed Cash	49,325.00	5,91,900.00
В	Company Contribution	Monthly (INR)	Annual (INR)
1	Employers PF Contribution	1,800.00	21,600.00
2	Gratuity	1,042.00	12,504.00
3	Parking Allowance (**added to FCP, if Not Availed)	1,500.00	18,000.00
	Total Fixed Compensation	53,667.00	6,44,004.00
C	Other Compensation and Benefits	Monthly (INR)	Annual (INR)
	Medical Insurance	500.00	6,000.00
D	Variable Pay (As per currently Policy Applicable)	Monthly (INR)	Annual (INR)
	Variable Pay (7.2%)	4,167.00	50,000.00
	Cost to Company (CTC) (A+B+C+D)	58,334.00	7,00,000.00

<sup>\*\*</sup> Travel Expenses (Based on Designation)

- 1) Bike INR 4 per kilometer to be submitted with details of travel (INR 4,000)
- 2) Car INR 7 per kilometer to be submitted with details of travel (Max INR 7,000)

<sup>\*\*\*</sup> Medical Insurance cost projected here is pertaining to Resource only. There will be additional premium charged to include the family (Spouse + 2 Kids up to 21 Years of age)



## Note:

- For Delivery teams 50% of the Variable Pay-out will be based on employee performance and remaining 50% will be paid based on the Company Performance.
- For Sales Teams Variable Pay-out will be based on gate conditions, targets and associated collections during the quarter.
- The Variable Pay out to be paid on as CY Month 4, CY Month 7, CY Month 11 and NY Month 1, this might change as per future policies of the Company.

**Acknowledgement & Acceptance of the Offer:** I have received the Original Offer letter along with the terms and conditions. I have read, understood the Offer and all the terms and conditions of my employment as mentioned herein. I fully agree to the terms and conditions and accept the Offer.

(Signature of Candidate)

Name: Vyshnavi V N Date: 13/03/2022

Place: Bangalore

Rapyder Cloud Solutions Pvt Ltd, 1st Floor, AWFIS – Renaissance Centra, 27 & 27/1, Kalinga Rao Road, Mission Road, Sampangiramanager,

Bengaluru, Karnataka – 560027

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