

EMPLOYMENT OFFER LETTER

[Company Letterhead]

Date: [Date]

Dear [Candidate Name],

We are pleased to extend to you an offer of employment for the position of [Position] with [Company Name] (the "Company"). This letter sets forth the principal terms and conditions of your employment.

1. POSITION AND DUTIES.

You shall serve as [Position], reporting to [Supervisor]. You shall faithfully and diligently perform such duties as are customarily associated with such position and such other duties as the Company may reasonably assign.

2. AT-WILL EMPLOYMENT.

Your employment shall be "at-will," which means that either you or the Company may terminate the employment relationship at any time, with or without Cause or Notice, subject to applicable law.

3. COMPENSATION.

Your base salary shall be INR [Amount] per annum, payable in accordance with the Company's payroll practices. You will be eligible for participation in the Company's bonus and equity plans, subject to the terms of those plans.

4. BENEFITS.

You shall be eligible to participate in the Company's employee benefit plans, subject to plan terms and applicable waiting periods.

5. CONFIDENTIALITY AND INVENTIONS.

As a condition of employment, you shall execute the Company's Proprietary Information and Inventions Assignment Agreement, which obligates you to assign to the Company certain inventions and to maintain the confidentiality of proprietary information.

6. RESTRICTIVE COVENANTS.

To the extent enforceable under applicable law, you agree that, during employment and for a period of twelve (12) months following termination, you will not, directly or indirectly, (a) solicit the Company's employees or contractors; (b) solicit the Company's clients or prospective clients; or (c) engage in Competitive Activities within the Territory.

7. TERMINATION.

For purposes of this Letter, "Cause" shall mean: (i) willful misconduct or gross negligence; (ii) material breach of Company policy; (iii) conviction of a felony; or (iv) willful failure to perform reasonable duties. Upon termination, you shall return all Company property and confidential materials.

8. GOVERNING LAW; ARBITRATION.

This Letter shall be governed by the laws of the State of California. Any dispute arising out of or relating to this Letter or the employment relationship shall be resolved by final and binding arbitration, except where injunctive relief is sought.

Please indicate your acceptance of this offer by signing and returning a copy of this letter by [Date]. We look forward to welcoming you to the Company.

Sincerely,

[Name]

[Title]